

# REQUEST FOR PROPOSALS



## SECURITY SERVICES

RFP-2023-2-RM

**PROPOSAL DUE DATE:**

**Tuesday, October 4, 2023  
2:00 PM Local Time**

## SOLICITATION AT A GLANCE

Issuance Date	September 12, 2023
Agency Contact Person	Rhonda Mapp, Special Projects Coordinator
	<a href="mailto:rmapp@columbiahousingsc.org">rmapp@columbiahousingsc.org</a>
	803-254-3886 x215
Obtain RFP	<a href="https://www.columbiahousingsc.org/procurement-postings">https://www.columbiahousingsc.org/procurement-postings</a>
OPTIONAL Pre-Submittal Conference	September 14, 2023 – 2:00 PM Columbia Housing Central Office Board Room 1917 Harden Street
Deadline to Submit Questions	September 21, 2023
Issuance of Response to Questions	September 28, 2023
<b>DUE DATE</b>	<b>October 4, 2023 2:00 PM Local Time</b>
Recommendation of Selection to Board of Commissioners	October 19, 2023

## **PART 1 – INTRODUCTION**

### **1.1 GENERAL**

The Housing Authority of the City of Columbia, SC (Columbia Housing or CH) is seeking proposals from qualified contractors to provide uniformed security services at our high-rise senior buildings.

The selection process under this Request for Proposals will result in the approval of one vendor for a one-year contract with up to four one-year renewals.

### **1.2 BACKGROUND**

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

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

A seven-person Board of Commissioners authorized by the 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.

## **PART II – SCOPE OF SERVICES**

### **2.1 GENERAL REQUIREMENTS**

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

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

This Request for Proposals is to approve one vendor that can assist Columbia Housing with security services at certain locations. **As repositioning takes place, the locations in need of security will vary and change within the next three years.**

**Expectations and Priorities** – Columbia Housing seeks to ensure a safe environment for its employees, residents, and the public it serves. We are committed to maintaining a safe and secure working and living environment that is free from violence, improper or disruptive behavior and for the protection of our facilities and families.

Contract security personnel will provide a variety of service, implementing Columbia Housing's security objectives according to policies and procedures, which may include but is not limited to the following general tasks:

- Entry and egress access control,
- Roving patrols of interior and exterior building areas,
- Visitor and building employee identification verification,
- Incident and daily operating reports,
- Monitoring and responding to base building intrusion detection systems, alarms, and fire detection equipment,
- Responding as necessary to support other life safety duties as identified in post orders and standard operating procedures.

The contractor shall provide appropriate and necessary management and supervision for all Contractor's employees and shall be solely responsible for instituting and invoking disciplinary action against employees not in compliance with the Contractor's rules and regulations and any other policy established by the contracting parties.

The contractor shall develop a comprehensive set of Post Orders documenting both general procedures as well as site-specific responsibilities. Post Orders shall be prepared prior to the commencement of the contract and must be reviewed and approved by Columbia Housing management within thirty (30) days from the commencement of the Contractor's services to Columbia Housing. All security officers will be required to read and verify that they understand the Post Orders and, at minimum, shall be tested during the On-The-Job Training (OJT) period, annually or more frequently during site inspections.

The contractor shall ensure the hiring, training, and administration of motivated and professional employees that meet or exceed both the Contractor's and Columbia Housing's standards.

The contractor is responsible for the daily personal appearance of security personnel. The contractor shall provide seasonal uniforms and weather-appropriate protective clothing necessary to support the continuous performance of contract requirements. Security officers are prohibited from carrying weapons of any kind, including but not limited to firearms, nightsticks, martial arts weapons or equipment, batons, or any chemical agent spray or liquid.

The contractor shall agree to remove from the site, whenever required to do so by Columbia Housing, any employee considered by Columbia Housing to be unsatisfactory or undesirable to Columbia Housing within the limits of any applicable laws.

The contractor shall administer all cost accounting and billing relative to this contract.

The contractor shall respond as necessary to accommodate additional duty hours as may be requested by Columbia Housing.

## **2.2 INSTRUCTIONS TO BIDDERS**

Respondents shall submit the following documentation in the order listed, which will serve as the bidder's response to this RFP.

### **1. Company History and Organization**

Provide a brief company history, mission statement, and organizational summary. Explain ownership (private or public) and include brief biographical information regarding the personnel who would be directly responsible for the management and local supervision of this project.

### **2. Approach**

Describe in detail how your firm will be organized to manage this project. Indicate by position or title the person who will have the overall responsibility for the Columbia Housing account. Indicate the support staff available to this project manager by function. The

bidder must supply an Organization Chart depicting the structure of the local servicing office and regional support.

- 3. Personnel** Describe how recruitment and selection of security officers is accomplished. All personnel and supervision provided under this RFP must be thoroughly trained, experienced, and qualified to perform the work to which they are assigned. The bidder shall have a documented employment process, which shall include application, interview, drug testing, and background check phases. A written description of the bidder's employment process and qualifications is to be included in the response. Describe your company's succession planning and development of officers, supervisors, and managers. Describe methods and initiatives designed to promote employee retention. Describe in detail the training programs in place to support this project. Include the following:

- Pre-Assignment Training
- Job and Task Specific Training (OJT)
- Formal Continuous Training
- Annual Retraining and Recertification
- Supervisory Development Training (Describe the program that your company utilizes that leads to a professional credential for supervisors.)

Include the name, contact information (including email address), and qualifications of the local or regional trainer(s) who will conduct training for your company and how your company will document training, paper records, online, web-accessible, etc.

**4. Management**

Outline administrative controls, plans, and processes to monitor and assure contract compliance of security services. Include methods of quality control, contract administration, audits, management inspection programs, conduct, and job performance standards, corrective action planning, and follow-up reporting.

**5. Cost**

Cost Proposal and Invoicing: Provide billing rates for each of the following:

- Security Officer
- Shift Supervisor
- Identify other applicable positions with corresponding rates.

The cost proposal shall include overtime policies, holiday policies, rate policies, proposed invoicing frequency and procedures, and applicable discounts. All invoices will clearly identify applicable job site coding to associate the contractor's actual costs with Columbia Housing's job site or job codes. Invoicing must be generated by accounting software and explain how discounts will be applied for different payment terms. Hand-written invoices will not be accepted.

**6. Insurance**

The successful bidder shall carry and maintain, concerning any work or service to be performed at Columbia Housing facilities, insurance written by a responsible insurance company to provide for the following:

- Workers' Compensation as required by Columbia Housing
- Commercial General Liability Insurance
- Automobile Liability
- Excess Umbrella Insurance, including terrorism coverage

Include a Certificate of Insurance, including limits, with the response. All policies and

certificates shall provide for thirty (30) days notification to Columbia Housing in the event of cancellation, reduction in limits, or changes in coverage.

**7. References**

Provide at least three (3) client references whose facilities are comparable in size, profile, and security service hours to Columbia Housing. Include the company name, address, contact person, and contact number.

**8. Attachments**

Submit all forms outlined in the attachments further in this proposal.

**2.3 SPECIFIC REQUIREMENTS**

**Overview** - As a result of this solicitation, the selected contractors will enter into an agreement with Columbia Housing to provide security services at our senior high-rise buildings.

The security schedule will be as follows:

LOCATION	DAYS	TIMES
Arrington Manor 2225 College Street	Monday – Thursday	6:30 pm – 3:00 am
	Friday – Sunday	8:00 am – 3:00 am
Oak Read 2211 Read Street	Monday – Thursday	6:30 pm – 3:00 am
	Friday – Sunday	8:00 am – 3:00 am
Rosewood Hills 105 Rosewood Hills Drive	Monday – Thursday	6:30 pm – 3:00 am
	Friday – Sunday	8:00 am – 3:00 am

**PART III - SUBMISSION REQUIREMENTS**

**3.1 METHOD OF SOLICITATION AND SCHEDULE**

This is a Request for Proposals to enter into an agreement with a contractor for security services as described above at the identified locations stated in this solicitation.

**3.2 CONTENT OF SUBMISSION**

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

The Statement of Qualifications shall be submitted via e-mail as a single PDF document. The electronic file shall include a divider page inserted at the beginning of each section that clearly labels and identifies the corresponding section of the submission.

- TAB 1 – Company History
- TAB 2 – Approach
- TAB 3 – Personnel
- TAB 4 – Management
- TAB 5 – Costs
- TAB 6 – Certificate of Insurance
- TAB 7 – References
- TAB 8 – Attachments Listed Below

- Attachment A – Qualifications Questionnaire
- Attachment B – HUD Form 5369-B
- Attachment C – HUD Form 5370-C1
- Attachment D – Non-Collusive Affidavit
- Attachment E – Piggyback Clause
- Exhibit A – Section 3 Plan Acknowledgement

**3.3 DIRECTIONS FOR SUBMISSION**

**Submission Requirements** –The Proposal shall be submitted electronically only via e-mail to:

Rhonda A. Mapp, Special Projects Coordinator  
[rmapp@columbiahousing.org](mailto:rmapp@columbiahousing.org)

To ensure that the respondent’s Proposal is clearly identified, please address the subject line of the e-mail as follows:

**RFP Security Services – (name of contractor)**

Request a received and read return e-mail when submitting the electronic file to Columbia Housing.

Formal communication, such as requests for clarification and/or information concerning this solicitation, shall be submitted via e-mail to Rhonda Mapp, Special Projects Coordinator.

Responses to inquiries will only be provided in writing via issuance of an addendum to this RFP issued via 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) completed all required attachments listed above.

**4.2 EVALUATION CRITERIA**

Contractors will be evaluated based on the criteria listed below.

EVALUATION CRITERIA	POINTS
<b>Experience</b> – The contractor has a minimum of 3 years’ experience in providing maintenance services to residential housing.	<b>40</b>
<b>References</b> – References checked by Columbia Housing demonstrate a high level of customer satisfaction with the quality of work, responsiveness, and timely completion of work tasks.	<b>20</b>
<b>Licenses</b> – The contractor possesses all required licenses applicable to their specific trade.	<b>20</b>

<b>Competitiveness of Fee Proposal</b> – The labor rates provided are competitive with the marketplace for the skilled trade services to be provided by the contractor.	<b>20</b>
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## **PART V - GENERAL CONDITIONS**

### **5.1 CONFLICT OF INTEREST**

- a. The respondents warrant that to the best of their knowledge and belief, 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 contractor'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 the 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 have taken or intends to take to eliminate or neutralize the conflict. Columbia Housing may, however, disqualify the respondents or, if a contract has been entered into with the respondents, terminate the said contract at its sole discretion.
- c. In the event the respondents were aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to Columbia Housing, then Columbia Housing may disqualify the respondents.
- d. The provisions of Section 6.1 shall be included in all subcontracts or other agreements wherein the work to be performed is similar to the service provided by the respondents. The respondents shall include in such subcontracts and other such agreements any necessary provisions to eliminate or neutralize conflicts of interest.
- e. No member of or delegate to the U.S. Congress or Resident Commissioner or Resident Advisor to the Board of Commissioners shall be allowed to share in any part of the contract awarded under this solicitation or to any benefit that may arise therefrom. This provision shall be considered to extend to any contract made with the successful respondents.
- f. No member, officer, or employee of Columbia Housing, no member of the governing body of the locality in which the project is situated, no member of the governing body in which Columbia Housing was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in any contract or the proceeds thereof resulting from this solicitation.
- g. No member, officer, or employee of the respondents selected to perform the services described above shall, during the term of their contract or for one year thereafter, have any interest, direct or indirect, in any contract that they are responsible for procuring, managing, or overseeing on in the proceeds of any such contract.



## **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. Columbia Housing 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 NOTIFICATION**

As contractors are approved, a list of contractors 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 contractors.

## **5.5 FORM OF PURCHASE**

The acceptance of the proposed contractor's offer for the services specified herein shall be made through the execution of a duly authorized agreement. Vendors are cautioned to make no assumptions or accept any representations by any employee, member, officer, or representative of Columbia Housing concerning the award until an 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 contractors to immediately notify Columbia Housing in writing specifying the regulation which requires alteration. Columbia Housing reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to Columbia Housing.

## **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 contractors being found in default. In the event of default, all procurement costs may be charged against the contractors.

## **5.8 ASSIGNMENT OR TRANSFER**

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

## **5.9 AVAILABILITY OF RECORDS**

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

## **5.10 PATENTS – LICENSES AND ROYALTIES**

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

## **5.11 PERMITS AND LICENSES**

Approved contractors shall obtain all permits and licenses that are required for performing their work. The contractors 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 contractors will hold Columbia Housing harmless for any violation of software licensing resulting from breaches by employees, owners, and agents of the contractors.

## **5.12 TAXES**

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

## **5.13 ADVERTISING**

In submitting a proposal, contractors agree not to use the results as a part of any commercial advertising.

## **5.14 INSURANCE**

- a. **Insurance.** The selected contractors 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 for 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 South Carolina law. (No-Fault Insurance Law) in an amount not less than \$500,000 per occurrence and \$500,000 aggregate.
  - (3) Errors and Omissions Insurance in the amount of \$500,000.00.

- (4) Professional Liability Insurance in the amount of \$1 million.
  - (5) General Liability Insurance in the amount of \$1,000,000 per occurrence and \$1,000,000 aggregate. Columbia Housing shall be named as the certificate holder on all policies.
- b. **Waiver.** The selected contractors shall not hold Columbia Housing liable for any personal injury incurred by their respective employees, agents or consultants, contractors, or subcontractors while working on these projects. The contractors agree to hold Columbia Housing harmless from any such claim by its employees, agents, consultants, contractors, or subcontractor unless a Court having jurisdiction finds there is gross negligence of an employee of Columbia Housing while acting within the scope of their employment.
- c. **Qualification.** The insurance company covering the contractors 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 INSURANCE**

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

#### **5.16 STANDARDS OF CONDUCT**

The successful contractors 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 representing Columbia Housing.

#### **5.17 REMOVAL OF EMPLOYEES**

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

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

#### **5.18 SUPERVISION**

The successful contractor 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 Columbia Housing prior to contract start. The contractors or their designated representatives shall be readily available to meet with Columbia Housing personnel.

The successful contractors shall provide the telephone numbers where their representative(s) can be reached.

#### **5.19 PERFORMANCE EVALUATION MEETING**

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

#### **5.20 DISPUTES**

- a. **Issues Causing Protest.** Any respondents who dispute the reasonableness, necessity, or competitiveness of the terms and conditions of this solicitation or who have been adversely affected by a decision concerning a notice of intended or actual award may file a written notice of protest with the Columbia Housing CEO.
- b. **Filing the Protest.** The respondents must first advise Columbia Housing's CEO 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 Columbia Housing's notice of intended or actual award.
  2. A statement of how and when the respondents filing the protest received notice of the bid solicitation or notice of intended or actual award.
  3. A statement of all issues of disputed material fact. If there are none, the protest must be so indicated.
  4. A concise statement of the ultimate facts alleged, as well as Columbia Housing's policies, which entitle the Respondents filing the protest to relief.
  5. A demand for relief the Respondents deems they are entitled.
  6. Any other information which the Respondents contend is material.
- d. **Response to Protest.** Upon receipt of a timely filed Notice of Protest and meeting the above requirements, the solicitation process or award process will be stopped until the protest is resolved. The Columbia Housing CEO 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 CEO'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 CEO will attempt to resolve the protest on an informal basis. The CEO will have ten days after receipt of the formal written protest to resolve it through mutual agreement. If the protest is not resolved by mutual agreement within the required time,

the formal written protest will be referred to the CEO.

- f. **Resolution.** The CEO may request such information pertaining to the matter as he/she deems appropriate. Within thirty days of the date that the formal written protest is referred to him/her, the CEO will notify the Respondent making the protest of his/her decision.

**5.21 FEDERAL, STATE, AND LOCAL REPORTING COMPLIANCE**

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

**5.22 NONDISCRIMINATION**

The contractor 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 Columbia Housing, the key personnel identified in the accepted proposal shall be the individuals who will actually complete the work at the proposed levels of effort. Changes in staffing must be proposed in writing to Columbia Housing.

**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 contractors at their legal business residence as given in the contract. Written notices to Columbia Housing shall be addressed as provided in the contract.

**5.27 CANCELLATION**

Irrespective of any default hereunder, Columbia Housing may also, at any time, at its discretion, cancel the contract in whole or in part. In the event of cancellation, the Contractors 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.

**CONTRACTOR QUALIFICATION QUESTIONNAIRE**

**GENERAL INFORMATION**

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.

Information submitted will be used by CH to determine the qualifications of the Contractor to perform the scheduled work in a manner deemed satisfactory to the Owner.

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.

Company Name							
Mailing Address							
City		State		Zip			
Primary Contact				Title			
E-mail Address				Phone			
Secondary Contact				Title			
E-mail Address				Phone			
Business License Number		State		City			
Number of Full Time Employees		Number of Part Time Employees					
So you intend to subcontract any portion of this work?	YES		NO				
<b>Complete a separate sheet for each subcontractor.</b>							

**ORGANIZATION**

Identify the organization structure of your business by checking the applicable box below.

Corporation	<input type="checkbox"/>	Limited Liability Company	<input type="checkbox"/>
Sole Proprietors	<input type="checkbox"/>	Joint Venture	<input type="checkbox"/>
DBA	<input type="checkbox"/>	Individual	<input type="checkbox"/>

**INSURANCE**

Provide information regarding your professional insurance coverage as noted below. If awarded a contract under this solicitation, you will be required to provide certifications of insurance with Columbia Housing and all of its related affiliates identified as certificate holders.

<b>General Liability Insurance</b>			
Insurance Company	<input type="text"/>	Limits	<input type="text"/>
<b>Auto Coverage</b>			
Insurance Company	<input type="text"/>	Limits	<input type="text"/>
<b>Excess Liability</b>			
Insurance Company	<input type="text"/>	Limits	<input type="text"/>
<b>Worker Compensation</b>			
Insurance Company	<input type="text"/>	Limits	<input type="text"/>
<b>Other</b>			
Insurance Company	<input type="text"/>	Limits	<input type="text"/>

**COMPANY PERFORMANCE**

Complete the information below regarding the history of your company and past performance.

Number of years in business under current firm.										
<b>List any other names under which your firm previously operated.</b>										
Name										
Name										
Number of years under this name.										
Have you ever paid liquidated damages on any project					YES				NO	
<b>If yes, please list the project name, location, years and reason.</b>										
Name		Location			Year					
Reason										
Has your company files any claims on any previous services in the last five years.					YES				NO	
<b>If yes, please list the project name, location, years and reason.</b>										
Name		Location			Year					
Reason										
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	
<b>If yes, state the entity name(s), year(s), and the reason.</b>										
Name		Location			Year					
Reason										



Has your present company ever been suspended or debarred?		YES		NO	
<b>If yes, state the entity name(s), year(s), and the reason.</b>					
Name		Location		Year	
Reason					

Please identify current clients for whom you have active contracts for similar work as this solicitation.

CURRENT CLIENTS			
Client Name			
Description of Services			
Annual Contract Amount		Contract Dates (Start/End)	
Client Name			
Description of Services			
Annual Contract Amount		Contract Dates (Start/End)	
Client Name			
Description of Services			
Annual Contract Amount		Contract Dates (Start/End)	
Client Name			
Description of Services			
Annual Contract Amount		Contract Dates (Start/End)	
Annual Contract Amount		Contract Dates (Start/End)	

**REFERENCES**

Please identify three (3) references most closely reflecting the scope of services being requested under this solicitation that your firm has completed in the past five years.

Client Name			
Location of Work Performed			
Contact Person Name		Title	
E-mail Address		Phone	
Initial Contract Price		Final Price	
Contract Completion Time		Actual Time	
Description of Work			

Client Name			
Location of Work Performed			
Contact Person Name		Title	
E-mail Address		Phone	
Initial Contract Price		Final Price	
Contract Completion Time		Actual Time	
Description of Work			

Client Name			
Location of Work Performed			
Contact Person Name		Title	
E-mail Address		Phone	
Initial Contract Price		Final Price	
Contract Completion Time		Actual Time	
Description of Work			

**CERTIFICATION**

I HERBY CERTIFY that as a duly authorized representative of the company identified above, 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.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

Company Name: \_\_\_\_\_

Name of Representative: \_\_\_\_\_ Title: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Notary

SEAL

My Commission Expires \_\_\_\_\_

# Instructions to Offerors Non-Construction

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



- 03291 -

## 1. Preparation of Offers

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

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

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

## 2. Submission of Offers

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

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

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

## 3. Amendments to Solicitations

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

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

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

## 4. Explanation to Prospective Offerors

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

## 5. Responsibility of Prospective Contractor

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

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

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

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

## 6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

#### **7. Contract Award**

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

(b) The HA may

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

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

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

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

#### **8. Service of Protest**

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

#### **9. Offer Submission**

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

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

[Describe bid or proposal preparation instructions here:]

# General Conditions for Non-Construction Contracts

## Section I — (With or without Maintenance Work)

## U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (excl. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

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

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$250,000

#### 1. Definitions

The following definitions are applicable to this contract:

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

#### 2. Changes

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

proposal submitted before final payment of the contract.

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

#### 3. Termination for Convenience and Default

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

#### 4. Examination and Retention of Contractor's Records

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

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

#### 5. Rights in Data (Ownership and Proprietary Interest)

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

#### 6. Energy Efficiency

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

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

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

#### 9. Assignment of Contract

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

#### 10. Certificate and Release

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

#### 11. Organizational Conflicts of Interest

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

#### 12. Inspection and Acceptance

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

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

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

### 13. Interest of Members of Congress

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

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

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

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

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

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

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

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

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

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

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

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

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

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

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

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

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

(b) Prohibition.

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

(v) The prohibition does not apply as follows:



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- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.
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## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

## 17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

## 18. Dissemination or Disclosure of Information

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

## 19. Contractor's Status

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

## 20. Other Contractors

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

## 21. Liens

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

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

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

## 23. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract

**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: \_\_\_\_\_

## **SECTION 3 PLAN**

### **SECTION 3 REQUIREMENTS**

**General** - Section 3 is a provision of the Housing and Urban Development Act of 1968. The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

**Section 3 Worker** - A Section 3 worker is any worker who currently fits, or when hired within the past five years fit, at least one of the following categories, as documented:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD.
2. The worker is employed by a Section 3 business concern.
3. The worker is a YouthBuild participant.

**Section 3 Targeted Worker** - A Section 3 targeted worker for Public Housing Financial Assistance projects is a Section 3 worker who:

1. Is employed by a Section 3 business concern; or
2. Currently fits or when hired fit at least one of the following categories, as documented within the past five years:
  - a. A resident of public housing or Section 8-assisted housing;
  - b. A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance; or
  - c. A YouthBuild participant.

**Section 3 Business Concern** - A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income persons;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

**Applicable Income Limits** – Section 3 eligible workers are low- and very low-income persons. Income limits are established at 80 percent (low) and 50 percent (very-low) of the area median individual income. Income limits are published annually by HUD. An eligible Section 3 worker must meet the following criteria:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD;
2. The worker is employed by a Section 3 business concern; or
3. The worker is a YouthBuild participant.

**YouthBuild** - YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school. YouthBuild participants learn vocational skills in construction, as well as in other in-demand industries that include health care, information technology, and hospitality. Youth also provide community service through the required construction or rehabilitation of affordable housing for low-income or homeless families in their own neighborhoods.

**Section 3 Benchmarks** – The HUD required benchmark for Section 3 workers is set at 25 percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year. The benchmark for Targeted Section 3 workers is set at 5 percent or more of the total number of labor hours worked by all workers employed with public housing financial assistance in the PHA's fiscal year. The 5 percent is included as part of the 25 percent threshold.

**Threshold Amount** - Funding thresholds are minimum dollar amounts that trigger Section 3 requirements. There are no thresholds for public housing programs; Section 3 applies to all public housing financial assistance funds, regardless of the amount of assistance from HUD.

**Activities to Meet Benchmarks** - If reporting indicates that the agency has not met the Section 3 benchmarks, the agency must report in a method prescribed by HUD the qualitative nature of its activities and those its contractors and subcontractors pursued. Such qualitative efforts may, include but are not limited to the following:

- Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
- Provided training or apprenticeship opportunities.
- Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Held one or more job fairs.
- Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training
- Provided technical assistance to help Section 3 business concerns understand and bid on contracts.



- Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in the Workforce Innovation and Opportunity Act

**Materials Contracts** - Section 3 does not apply to material only contracts or those that do not require any labor.

**Project Based Voucher Contracts** - Section 8 project-based voucher housing assistance payment contracts, are not covered by the statute, including properties converted through the Rental Assistance Demonstration (RAD).

**Professional Services Contracts** - Professional service contracts for non-construction services that require an advanced degree or professional licensing are not required to be reported as a part of total Section 3 labor hours. However, professional services staff labor hours are permitted to be reported and PHAs will be given credit for reporting opportunities created for professional services by including professional services labor hours in the numerator, and not in the denominator, of the reported outcome ratios. The reporting structure in the rule allows a recipient to count any work performed by a professional services Section 3 worker or Targeted Section 3 worker as Section 3 labor hours and as Targeted Section 3 labor hours (i.e., in the numerator of the calculation), even when the professional services as a whole are not counted in the baseline reporting (i.e., in the denominator of the calculation).

**Section 3 Worker Capacity** - Section 3 is not an entitlement program; therefore, employment and contracts are not guaranteed. Low- and very low-income individuals and Section 3 business concerns must be able to demonstrate that they have the ability or capacity to perform the specific job or successfully complete the contract that they are seeking.

**Temporary Versus Long Term Employment** – PHA's, developers, and contractors are required, to the greatest extent feasible, to direct employment opportunities to low- and very low-income persons, including seasonal and temporary employment opportunities. Benchmark goals include the calculation of all Section 3 worker and Targeted Section 3 Worker labor hours as a percentage of all labor hours worked on a project. Long term employment opportunities are encouraged but not required under Section 3.

**Best efforts/Greatest Extent Feasible** – Contractors/subcontractors are expected to use their best efforts to the greatest extent feasible to comply with all requirements set forth under Section 3 regulations and Columbia Housing's Section 3 Plan and Procedures. These terms are statutory and HUD uses both terms to track compliance. These terms are integral to the statutory intent and provide flexibility, rather than administrative burden. HUD does define the difference between these two terms but rather places emphasis on outcomes as a result of these efforts. Contractors/subcontractors reported results will be compared to the outcome metrics of the benchmark requirements.

### **SECTION 3 PROCEDURES**

**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** - 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 25% of all hours worked on the project are worked by Section 3 qualified individuals or employees of a Section 3 business concern including 5% of hours worked by targeted Section 3 workers. 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.

**Certifications and Assurances** - The form of contract executed by Contractors/Subcontractors will include the requirements set forth in this policy. The contractor shall be required to submit all documentation prior to payment for any services.

- **Notification of Section 3 Opportunity** – This notice may be submitted upon notification of contract award but no later than 30 days from the effective date of the contract. It may also be submitted at anytime during the term of the contract as additional Section 3 opportunities arise.
- **HUD Form 4736B Certification of Eligible Section 3 Worker** - A separate form is to be submitted for each Section 3 worker.
- **HUD Form 4736** – Certification of Targeted Section 3 Worker – A separate form is to be completed by each applicable worker. Columbia Housing will verify and certify that the individual is a Targeted Section 3 Worker.
- **HUD Form 4737A** – Utilization Tracker Section 3 Labor Hours – A single form is to be submitted listing all Section 3 workers as noted on the form.
- **Section 3 Business Concern** – Submit this form if the contractor/subcontractor is a qualified Section 3 Business Concern as defined above.

### **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.

### **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 the signed contract and the requirements set for the in this document.

### **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 benchmarks specified under their contract or in this plan, 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 and current employees of the contractor/subcontractor over the past five years do not meet the income requirements of a Section 3 eligible worker..
2. CH Resident Services has been unable to provide Section 3 targeted worker referrals with the necessary skills for required for the work under the contract.
3. The contractor/subcontractor has put forth their best efforts to the greatest extent possible to identify Section 3 qualified workers/businesses within the City of Columbia and Richland County but has been unable to identify the necessary skilled workers.

The payment in lieu of Section 3 hires shall apply to all contracts in excess of \$10,000 and shall be paid as follows:

- 3% of contract amount for contracts greater than \$10,000 and less than \$100,000
- 2% of contract amount for contracts greater than \$100,000 and less than \$250,000
- 1% of contract amount for contracts greater than \$250,000 and \$10 million
- .75% of contract amount for contracts greater than \$10 million

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.

**NOTICE OF SECTION 3 OPPORTUNITY**

PROJECT NAME: \_\_\_\_\_

ADDRESS OF WORK SITE: \_\_\_\_\_

CONTRACTOR/SUBCONTRACTOR: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_ PHONE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

**POSITION(S) AVAILABLE AND REQUIREMENTS:**

POSITION	HOURLY RATE	START DATE DATE	ESTIMATED LENGTH OF EMPLOYMENT
<b>Skills Required:</b>			
<b>Skills Required:</b>			
<b>Skills Required:</b>			
<b>Skills Required:</b>			

**Please complete this form and submit to:**

Taleshia Stewart  
SVP of Resident and Strategic Initiatives  
[tstewart@columbiahousing.org](mailto:tstewart@columbiahousing.org)

*Columbia Housing will refer applicants for the above positions within 15 days from the date of receipt of this notice. If contractor/subcontract does not receive Targeted Section 3 referrals from Columbia Housing, the contractor shall be required to recruit Section 3 workers from the City of Columbia and Richland County.*

*For more information about Section 3 requirements, contact:  
Adam Dalenburg, Capital Asset Manager, [adalenburg@columbiahousing.org](mailto:adalenburg@columbiahousing.org)*

<b>Section 3 Employer Certification Form-Public Housing</b>	<b>U.S. Department of Housing and Urban Development Office of Field Policy and Management</b>	<b>HUD FORM 4736B</b> OMB Approval Number 2501-0041 (Exp. 04/30/2025)
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*(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)*

Public reporting for this collection of information is estimated to average 0.5 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.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31. This form is to be filled out by a representative of an employer of a Section 3 worker.

**Please provide the following information about the business/employer:**

Name of Business: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

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**Please provide the following information about the worker/employee:**

Printed Name of Worker: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

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Please indicate which of the following is true for the worker listed above: (Select all that apply)

Worker's income from your employment is below the income limit based on a calculation of what the worker's wage rate would translate to if annualized on a full-time basis\*  
(See attached income limits)

Worker is employed by a Section 3 Business Concern (Select if your business qualifies as a Section 3 Business Concern)

\*Currently or at the time of hire if hired within the past 5 years

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I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct and certifies that the worker identified above meets the definition of a Section 3 worker. **WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

<b>Section 3 Public Housing/Section 8 Certification Form</b>	<b>U.S. Department of Housing and Urban Development Office of Field Policy and Management</b>	<b>HUD FORM 4736</b> OMB Approval Number 2501-0041 (Exp. 04/30/2025)
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*(In compliance with Section 3 of the HUD Act of 1968 and 24 CFR Part 75)*

Public reporting for this collection of information is estimated to average 0.5 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.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required in order to ensure that a worker can be certified as an eligible Section 3 worker as outlined in 24 C.F.R. § 75.31. The information will be used by the Department to ensure compliance with Section 3 of the HUD Act of 1968 employer certification requirements listed in 24 CFR § 75.31, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients to ensure they are complying with their recordkeeping requirements found in the regulation, and as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0041. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

The purpose of this form is to comply with Section 3 of the HUD Act of 1968 certification requirements listed in 24 CFR § 75.31. This form should be completed by either a representative of a Public Housing Authority, the owner or property manager of project-based Section 8-assisted housing, or the administrator of tenant-based Section 8-assisted housing.



Please provide the worker's information below:

Printed Name of Worker: \_\_\_\_\_ Position: \_\_\_\_\_

Street Address \_\_\_\_\_ Apt# \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Phone #: \_\_\_\_\_ Email: \_\_\_\_\_

Public Housing Resident:

Housing Choice Voucher Participant:

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I/We, the undersigned, certify under penalty of perjury that the information provided above is true and correct information and certifies that the worker identified above is a participant in a PHA or Section 8 assisted housing program. **WARNING:** Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012; 31 U.S.C. §3729, 3802)

\_\_\_\_\_  
Columbia Housing Signature

\_\_\_\_\_  
Date

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Section 3 Utilization Tracker: Section 3 Labor Hours**

U.S. Department of Housing and Urban Development  
Office of Field Policy and Management

**OMB 2501-0040**  
**Expiration 04-30-2025**  
**HUD Form 4737A**

Public reporting for this collection of information is estimated to average 5 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.

Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), and 12 U.S.C. § 1701u ensure that employment and other economic opportunities generated by Federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. The regulations are found at 24 CFR Part 75. This collection of information is required to ensure that Section 3 workers and Section 3 Business concerns participating in Housing and Community Development Projects and Public Housing Assistance Projects with HUD funding are documenting Section 3 labor hours to meet the requirements of Section 3 found in 24 CFR part 75. The information will be used by the Department to monitor program recipient's compliance with Section 3, to assess the results of the Department's efforts to meet the statutory objectives of Section 3, to prepare reports to Congress, and by recipients as a self-monitoring tool.

Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions to reduce this burden, to Anna P. Guido, Reports Management Officer, QDAM, Department of Housing and Urban Development, 451 7th Street, SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2501-0040. HUD may not conduct and sponsor, and a person is not required to respond to, a collection of information unless the collection displays a valid control number. No assurances of confidentiality are provided for this information collection.

**FORM B: Section 3 Labor Hours Tracking**

(Reporting for each Section 3 worker can occur throughout the project and as directed by the HUD recipient for the identified business(es). An alternative to this use of this form can be from a business or employer's good faith assessment of the labor hours of a full-time or part-time employee informed by the employer's existing salary or time and attendance based payroll systems, unless the project or activity is otherwise subject to requirements specifying time and attendance reporting.)

NAME OF PROJECT				
BUSINESS NAME <i>List the name of each contractor/subcontractor business funded under the project.</i>	EMPLOYEE NAME <i>List or identify all Section 3 Workers for each contracted business. Documentation of a Section 3 Worker is completed outside of this form.</i>	TARGETED WORKER <i>Indicate, by marking with an "X" if the worker has been identified as a Targeted Section 3 Worker.</i>	DATE OF HIRE <i>Enter either the date of hire or the date of the first reporting period after hire for each worker.</i>	TOTAL HOURS WORKED <i>Enter number of hours worked by the individual employee over the duration of project.</i>
<b>Cumulative Targeted Section 3 Hours</b>				
<b>Cumulative All Section 3 Hours</b>				
<b>Cumulative Total Project Hours</b>	<i>The summation of all hours reported on payroll sheets for the project</i>			
<b>Percent of Targeted Section 3 Hours</b>	<i>Total targeted section 3 hours divided by total project hours.</i>			
<b>Percent of Total Section 3 Hours</b>	<i>Total all Section 3 hours divided by total project hours.</i>			

## SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION FORM

**Section 3 Business Concern** - A Section 3 business concern is a business that meets at least one of the following criteria, documented within the last six-month period. *(Check the applicable box).*

- 1. At least 51 percent owned and controlled by low- or very low-income persons.
- 2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers.
- 3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Section 3 eligible workers are low- and very low-income persons. Income limits are established at 80 percent (low) and 50 percent (very-low) of the area median individual income. Income limits are published annually by HUD. See attached schedule of income limits.

### Certification Statement

I hereby certify to the U.S Department of Housing and Urban Development (HUD) and to Columbia Housing that all information on this form is true and correct. I understand it is my responsibility to conduct any due diligence necessary to make this certification and to maintain documentation establishing my Section 3 Business Concern status. I also understand that failure to complete this form completely and accurately may result in administrative remedies available to HUD and Columbia Housing including debarment, and criminal and civil penalties under federal, state and local laws.

- My business is a Section 3 Business Concern in accordance with the standard checked above.
- My business is not a Section 3 Business Concern.

<b>Signature:</b>		<b>Date Signed:</b>	
<b>Name:</b>		<b>Title:</b>	
<b>Company Name:</b>		<b>Address:</b>	
<b>Phone:</b>		<b>E-mail Address:</b>	
<b>Type of Business:</b>			
<b>Corporation:</b> <input type="checkbox"/>	<b>Partnership:</b> <input type="checkbox"/>	<b>Limited Liability Company:</b> <input type="checkbox"/>	<b>Sole Proprietorship:</b> <input type="checkbox"/>