

REQUEST FOR PROPOSALS



AUTO MAINTENANCE SERVICES

RFP-2023-2-RM

PROPOSAL DUE DATE:

December 21, 2023
2:00 PM Local Time

SOLICITATION AT A GLANCE

Issuance Date	November 21, 2023
Agency Contact Person	Rhonda Mapp, Special Projects Coordinator
	rmapp@columbiahousingsc.org
	803-254-3886 x215
Obtain RFP	https://www.columbiahousingsc.org/procurement-postings
OPTIONAL Pre-Submittal Conference	December 5, 2023 – 2:00 PM Columbia Housing Central Office Board Room 1917 Harden Street
Deadline to Submit Questions	December 11, 2023
Issuance of Response to Questions	December 13, 2023
DUE DATE	December 21, 2023 – 2:00 PM Local Time
Recommendation of Selection to Board of Commissioners	January 18, 2024

PART 1 – INTRODUCTION

1.1 GENERAL

The **Housing Authority of the City of Columbia, South Carolina** (Columbia Housing) will receive proposals from qualified contractors with demonstrated professional competence and experience to provide repair services for the fleet vehicles as specified in this RFP. This RFP contains submission requirements, scope of services, period of services, terms and conditions, and other pertinent information for submitting a proper and responsive proposal.

Columbia Housing may award one or more contracts to the highest-rated firms based on the criteria set forth in this solicitation. The contract period will be from February 1, 2024 – January 31, 2029.

An optional pre-proposal conference will be held at 1917 Harden Street, Columbia, SC. Before submitting a proposal, contractors are encouraged to thoroughly examine all locations and fully understand the conditions that in any way could affect their proposal.

The solicitation documents may be obtained from the Columbia Housing website at <https://www.columbiahousingsc.org/procurement-postings>.

Columbia Housing reserves the right to reject any or all proposals and to waive minor technicalities and irregularities in the bidding process.

Columbia Housing encourages Minority, Women, and Small Disadvantaged businesses to respond.

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.

1.3 REPOSITIONING PUBLIC HOUSING

Columbia Housing launched the Vision 2030 plan, which will reposition all real estate in our public housing portfolio. Currently, Columbia Housing has a fleet of 48 vehicles of various types, including sedans, vans, and pick-up trucks. As a result of these repositioning plans, it is anticipated that the fleet may change the contract period, and the contract terms and conditions may also change.

1.4 AGENCY RESERVATION OF RIGHTS

Under this solicitation, Columbia Housing reserves the right to:

- **Reject, Waive, or Terminate the RFP** - Reject any or all proposals; waive any informality in the RFP process; or terminate the RFP process at any time if deemed by Columbia Housing to be in its best interests.
- **Not Award** - Not to award a contract according to this RFP.
- **Terminate** - Terminate a contract awarded according to this RFP at any time for its convenience upon 10 days' written notice to the successful proposer(s).
- **Determine Time and Location** - Determine the days, hours, and locations that the successful proposer(s) shall provide the services called for in this RFP.
- **Retain Proposals** - Retain all proposals submitted and not permit withdrawal for a period of 60 days after the deadline for receiving proposals without the written consent of the Columbia Housing Contracting Officer (CO).
- **Negotiate** - Negotiate the fees proposed by the proposer entity.
- **Reject Any Proposal** - Reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- **Have No Obligation to Compensate** - Have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- **Terms and Conditions** - By receiving this document, each prospective proposer agrees to abide by all terms and conditions listed within this document and further agrees that he/she will inform Columbia Housing in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the Columbia Housing that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve Columbia Housing, but not the prospective proposer, of any responsibility for such an issue.

1.5 DEFINITIONS

Throughout this RFP and all resulting documents, the terms detailed shall be defined as follows:

- **"Best Value"** means that Columbia Housing will, in an evaluation of each proposal submittal, consider factors other than just cost in making the award decision.
- **"Contracting Officer,"** when named within an RFP document, shall refer to Columbia Housing CEO or designated representative.
- **"Contract"** refers to the fully executed written agreement from the RFP. Whereas all RFP documents are included, by reference, as a part of the ensuing contract when "contract" is referred to within an RFP document, such is referring to both the RFP documents and the ensuing contract document.
- **"Contract Administrator (CA)"** is Columbia Housing's CEO or her designated representative.
- **"Contractor"** and the term "successful proposer" may be used interchangeably.
- **"Day(s)"** unless otherwise specified, shall refer to calendar days.
- **"HUD"** is the United States Department of Housing and Urban Development.
- **"Herein"** shall refer to all documents issued according to the noted RFP, including the RFP documents and the attachments.
- **"Offer"** is the proposal submittal that the Proposer delivers to Columbia Housing in response to the RFP. **"Offeror" or "Offerors"** is the proposer(s).
- **"Parties"** When "the parties," "both parties," or "either party" is stated within the RFP documents or the contract, such refers to the successful proposer(s).

PART 2 – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

The Contractor shall furnish all labor, material, tools, parts, and equipment to maintain and repair Columbia Housing's fleet of vehicles. The contractor will comply with all applicable federal, state, and local laws, rules, regulations, and codes and obtain any necessary licenses or permits required to provide the services under this RFP.

- 2.1** The contractor will use parts, products, and services that meet or exceed the specifications of the original equipment manufacturer (OEM).
- 2.2** All replacements and repairs will be subject to inspection and approval by a Columbia Housing employee. The inspection will be conducted by all parties responsible for the job, including Columbia Housing's fleet representative and the Contractor's representative.
- 2.3** The contractor is responsible for verifying all quantities, conditions, and variables of the fleet. Failure to verify will not relieve the contractor of the obligation under the contract. Columbia Housing's fleet ranges in age from the current year for the newest vehicles to 2012 as the oldest, and a 2003 dump truck.
- 2.4** The contractor will follow the manufacturer's recommendations during the servicing, repair, and installation of any equipment, parts, and/or materials unless in conflict with the applicable specifications. If a conflict arises, the contractor will immediately contact the Fleet Manager for resolution.
- 2.5** The contractor will have a location large enough and with enough personnel to handle the repair and maintenance of the fleet vehicles without delay. Columbia Housing may award multiple contracts based on location or other factors to provide convenient locations to have vehicles repaired and maintained. The contractor's location must provide for secure overnight storage of Columbia Housing vehicles.
- 2.6** Columbia Housing will provide a written task order to the selected contractor for all work to be performed on each vehicle when delivering for service. The contractor will respond to the task order with a detailed estimate to include materials and labor hours for the work to be performed. Columbia Housing will sign off on the detailed estimate prior to the contractor commencing work.
- 2.7** If the contractor identifies additional work while completing an approved task order, the contractor shall be authorized to proceed with such additional work not to exceed \$500. If the additional work exceeds \$250.00, the contractor must secure approval from Columbia Housing's Fleet Manager prior to executing the work. Columbia Housing will not pay for any work over the \$250.00 limit without prior written authorization from the Fleet Manager.
- 2.8** Contractor will only utilize fully trained and qualified personnel to make repairs and service Columbia Housing fleet vehicles and equipment. All mechanics must be "ASE" certified.
- 2.9** Contractor must have available the necessary specialized diagnostic equipment to diagnose brake systems and body control computers for all makes and models of vehicles. Service personnel must be trained and certified in the operations of any diagnostic equipment used.
- 2.10** Contractor will provide emergency road service including but not limited to the following:
 - Towing to repair shop or other specified location within a 30-mile radius of contractor shop one way. It is preferred that the contractor have his own equipment; however, Columbia Housing will not object to a subcontractor

arrangement, but all responsibility, billing, and other issues will be through the contractor.

- Tire change and service.
- Repair and/or replace glass breakage-Columbia Housing will not object to a subcontractor arrangement, but all responsibility, billing, and other issues will be through the contractor.

PART 3 – OTHER REQUIREMENTS

3.1 Licensing and Insurance Requirements - The proposer is required to show proof of the following insurance capabilities within their proposal in the form of a Certificate of Insurance (COI) in which Columbia Housing and its related affiliates are listed as certificate holders.

3.2 Worker's Compensation Insurance. An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount as applicable to the State of South Carolina Workman's Compensation laws.

3.3 General Liability Insurance. An original certificate evidencing General Liability coverage, if selected, must name Columbia Housing and designer as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of Columbia Housing as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses for any one person of \$5,000), with a deductible of not greater than \$1,000.

3.4 Bonds. Contractors will be required to provide 100% Labor and Material Bonding / Performance Bond for this work by a Company Approved by FHA and Columbia Housing.

3.5 Automobile Insurance. An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.

3.6 Local Business License. If applicable, a copy of the proposer's business license allows that entity to provide such services within the city of Columbia, SC. Contractors may submit a Local Business License after they are selected to perform work.

3.7 State of South Carolina License. If applicable, a copy of the proposer's license issued by the State of South Carolina licensing authority allowing the proposer to provide the services detailed herein. Contractor to have Unlimited License Classification.

3.8 Other Applicable Provisions

Federal labor provisions listed below shall be applicable to all contracts under this solicitation.

Minority/Women/Disadvantaged Business Enterprise (W/M/DBE) – Columbia Housing requires all contracts to meet a 30% minimum W/M/DBE requirement. All contracts awarded under this solicitation must meet this requirement.

Section 3 – All contracts awarded under this solicitation must comply with the federal Section 3 requirements. Columbia Housing Section 3 Plan is attached as Exhibit C.

PART 5 – RESPONSE TO SOLICITATION

4.1 Optional Pre-submission Requirements

A pre-submission proposal conference will be held on **December 5, 2023, at 2:00 PM** Eastern Standard Time at the offices of Columbia Housing, Board Room (first floor), 1917 Harden Street, Columbia in the Board Room. Registration is not required.

4.2 Proposal Submission

All proposals must be submitted by e-mail to rmapp@columbiahousingsc.org by no later than the submittal deadline stated herein (or within any ensuing addendum) in electronic format in a single pdf document with a divider page clearly delineating each section.

Submission - The email subject line must clearly denote **RFP – Auto Maintenance Services** and must have the proposer's name and email address. Proposals received after the published deadline will not be accepted.

Submission Conditions - DO NOT MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions, and if any such additional marks, notations, or requirements are entered on any of the documents that are submitted to Columbia Housing by the proposer, such may invalidate that proposal. If, after accepting such a proposal, Columbia Housing decides that any such entry has not changed the intent of the proposal that Columbia Housing intended to receive, Columbia Housing may accept the proposal, and the proposal shall be considered by Columbia Housing as if those additional marks, notations, or requirements were not entered on such.

Submission Responsibilities - It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by Columbia Housing, including the RFP document, the documents listed within the following Section 4.6, and any addenda and required attachments submitted by the proposer.

By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CEO to exclude any of Columbia Housing requirements contained within the documents may cause that proposer to not be considered for award.

Proposer's Responsibilities Communication - It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to rmapp@columbiahousingsc.org

Addendums - All questions and requests for information must be addressed in writing to rmapp@columbiahousingsc.org

Responds to all such inquiries will be addressed in writing by an addendum to the RFP, which will be posted on the Columbia Housing website: <https://www.columbiahousingsc.org/procurement-postings>.

Tabbed Proposal Submittal - So that Columbia Housing can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with

the sequence noted following. Each category must be separated by a divider page that clearly labels the corresponding section. None of the proposed services may conflict with any requirement Columbia Housing has published herein or has issued or may issue by addendum.

Tab 1

Qualifications, including the Qualifications Questionnaire. Provide a list of all current contracts with name of project, total contract amount, start date, and estimated completion date.

Tab 2

Provide a copy of Contractor’s License, Business License, and State or City Certification of W/M/DBE, if applicable. If the firm is a W/M/DBE but does not have a certification, you may provide a self-certification that details the criteria that your firm qualifies as a W/M/DBE.

Tab 3

Demonstration of ability to secure bonds clearly stating the highest amount of bonding capacity and insurance certificates demonstrating coverage at levels specified in this solicitation.

Tab 4

Company profile resumes of key partners and staff, including frequently used or proposed subcontractors. Listing of all current and past construction projects over the past three years with name of owner, owner’s telephone and e-mail address, address of project, scope of work, total amount of contract, start date, and completion date.

Tab 5 Forms and Attachments

All attachments are included in this solicitation.

PART 5 – EVALUATION AND SELECTION

5.1 Evaluation Criteria

Evaluation Factors. The following factors will be utilized by CH to evaluate each proposal submittal received; the award of points for each listed factor will be based upon the documentation included in the proposal.

NO.	MAX POINT VALUE	EVALUATION FACTOR
1	40	<p style="text-align: center;">TECHNICAL CAPABILITIES</p> <p>The proposer demonstrates the capacity to perform the work and provide the necessary equipment within the requisite time frames.</p>
2	40	<p style="text-align: center;">CAPACITY AND EXPERIENCE</p> <p>The proposer has extensive experience in performing similar work including meeting costs, schedules, and performance requirements of contract work substantially similar to that required by this solicitation, as verified by background and reference checks.</p>

3	20	W/M/DBE – SECTION 3 Full points will be awarded to W/M/DBE General Contractor or Section 3 Business Concerns. 5 Points will be awarded to firms that demonstrate through the submitted W/M/DBE/Section 3 Plans that they will meet the 30% requirement.
	100	TOTAL POINTS

5.2 Evaluation and Selection

Columbia Housing will use the following procedures to evaluate statements of qualifications received and selection of Contractors.

Initial Evaluation for Responsiveness - Each proposal received will be evaluated for responsiveness and a determination that the submission meets the minimum requirements of the solicitation.

Evaluation Committee - An evaluation committee will be appointed by the CEO, and each member of the committee will individually score each response received.

Recommendation of Selection – Columbia Housing will select one or more contractors based on the final overall scores. Columbia Housing reserves the exclusive right to determine the number of contractors to be selected.

PART 6 GENERAL CONDITIONS

6.1 Conflict of Interest

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 firm’s organizational, financial, contractual, or other interests are such that:

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

The respondents agree that if, after award, he, she, or it discovers an organizational conflict of interest with respect to this solicitation, he, she, or it shall make an immediate and full disclosure in writing to Columbia Housing that shall include a description of the action, which the respondents 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 said contract at its sole discretion.

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

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.

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. This provision shall be construed to extend to any contract made with the successful respondents.

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.

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

6.2 Cost of Proposal

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

6.3 Awards

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

6.4 Proposal Notification

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

6.5 Government Restrictions

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

6.6 Nonconformance to Conditions/Specifications/Scope of Services

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

6.7 Assignment or Transfer

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

6.8 Availability of Records

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

6.9 Patents, Licenses, and Royalties

The successful firms 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.

6.10 Permits and Licenses

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

6.11 Taxes

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

6.12 Advertising

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

6.13 Insurance

Coverage. The selected firm shall maintain at its expense during the term of the Contract the following insurance unless otherwise revised pursuant to lender requirements.

- (1) Worker's Compensation Employer's Liability in the amount of \$500,000 for 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 Georgia No-Fault Insurance Law) in an amount not less than \$5,000,000 per occurrence and \$5,000,000 aggregate.
- (3) Errors and Omissions Insurance in the amount of \$2million.
- (4) Professional Liability Insurance in the amount of \$1 million.
- (5) General Liability Insurance in the amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

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

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

6.14 Proof of Liability Insurance

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

6.15 Standards of Conduct

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

6.16 Removal of Employees

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

6.16.1 Neglect of Duty.

6.16.2 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting.

6.16.3 Theft, vandalism, immoral conduct, or any other criminal action.

6.16.4 Selling, consuming, possessing, or being under the influence of intoxicants, including alcohol or illegal substances, while on assignment at Columbia Housing.

6.17 Supervision

The successful firms shall provide adequate competent supervision at all times during the

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

6.18 Performance Evaluation Meetings

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

6.19 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 Columbia Housing's Chief Executive Officer.
- b. **Filing the Protest.** The respondents must first advise Columbia Housing's SVP of Development in writing within 10 days after receipt of the bid solicitation or intended or actual notice of award of his intent to file a formal written notice.
- c. **Content of Formal Written Notice.** The formal written notice should be printed, typewritten, or otherwise duplicated in legible form. The formal written notice of protest should contain the information that follows:
 1. The name and address of the respondent filing the protest and an explanation of how his substantial interests have been affected by the bid solicitation or by Columbia Housing's notice of intended or actual award.
 2. A statement of how and when the respondents filing the protest received notice of the bid solicitation or notice of intended or actual award.
 3. A statement of all issues of disputed material fact. If there are none, the protest must be so indicated.
 4. Housing 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 that 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 Chief Executive Officer may set forth in writing particular facts and circumstances which require the continuance of the solicitation process on an emergency without the above-mentioned delay in order to avoid material increased costs or immediate or serious danger to health, safety, or welfare. This written documentation will specifically detail the facts underlying the Chief Executive Officer's decision and will constitute final agency action.
- e. **Informal Resolution.** Upon receipt of the formal written notice of protest or intent to protest, the SVP of Development will attempt to resolve the protest on an informal basis. The SVP of Development will have ten days after receipt of the formal written protest to resolve it through mutual agreement. If the protest is not resolved by mutual agreement within the required time, the formal written protest will be referred to the CEO.
- f. **Resolution.** The CEO may request such information pertaining to the matter as he/she deems appropriate. Within thirty days of the date that the formal written protest is referred to him/her, the CEO will notify the Respondent making the protest of his/her decision.

6.20 Federal, State, and Local Reporting Compliance

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

6.21 Nondiscrimination

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

6.22 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 the submittal of reports applicable to Section 3 requirements.

6.23 Project Personnel

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

6.24 Payment

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

6.25 Notices

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

6.26 Cancellation

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

6.27 Laws

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

6.28 Contract Documents

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

6.29 Travel

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

6.30 Contract Award

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

PART 7 EXHIBITS AND FORMS

It is the responsibility of each proposer to verify that he/she has downloaded and submitted the following attachments pertaining to this RFP: THESE FORMS MUST BE SUBMITTED.

- Exhibit A – Qualifications Questionnaire
- HUD Form 5369B – Instructions to Offerors
- HUD Form 5369C – Certifications and Representations of Offerors
- Non-Collusive Affidavit
- Piggyback Clause
- Section 3 Policy and Procedures

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				
Complete a separate sheet for each subcontractor.							

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.

General Liability Insurance			
Insurance Company	<input type="text"/>	Limits	<input type="text"/>
Auto Coverage			
Insurance Company	<input type="text"/>	Limits	<input type="text"/>
Excess Liability			
Insurance Company	<input type="text"/>	Limits	<input type="text"/>
Worker Compensation			
Insurance Company	<input type="text"/>	Limits	<input type="text"/>
Other			
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.										
List any other names under which your firm previously operated.										
Name										
Name										
Number of years under this name.										
Have you ever paid liquidated damages on any project					YES				NO	
If yes, please list the project name, location, years and reason.										
Name		Location			Year					
Reason										
Has your company files any claims on any previous services in the last five years.					YES				NO	
If yes, please list the project name, location, years and reason.										
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	
If yes, state the entity name(s), year(s), and the reason.										
Name		Location			Year					
Reason										

Has your present company ever been suspended or debarred?		YES		NO	
If yes, state the entity name(s), year(s), and the reason.					
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:]

Certifications and Representations of Offerors

Non-Construction Contract

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

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

4. Organizational Conflicts of Interest Certification

- (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 a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of 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 HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

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
Skills Required:			
Skills Required:			
Skills Required:			
Skills Required:			

Please complete this form and submit to:

Taleshia Stewart
SVP of Resident and Strategic Initiatives
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:
Rhonda Mapp, Special Projects Coordinator, rmapp@columbiahousing.org*

Section 3 Employer Certification Form-Public Housing	U.S. Department of Housing and Urban Development Office of Field Policy and Management	HUD FORM 4736B 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: _____

Please provide the following information about the worker/employee:

Printed Name of Worker: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone #: _____ Email: _____

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

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

Section 3 Public Housing/Section 8 Certification Form	U.S. Department of Housing and Urban Development Office of Field Policy and Management	HUD FORM 4736 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:

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 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.

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