

# REQUEST FOR PROPOSAL

## COLUMBIA HOUSING

ES-033120

For

Electrical Services

The Housing Authority of the City of Columbia, SC

**TABLE OF CONTENTS**

1. Request for Proposal to Bid.....3

2. Conflicts of Interest.....4

3. Contract Term.....5

4. Scope of Services.....6

5. Evaluation Criteria.....8

6. Administrative Information.....9

7. Appendix A .....15

8. Key Event Dates.....16

9. Certificate of Section 3 Compliance.....17

10. Section 3 Specification Clause.....18

11. MBE Participation Certification.....20

12. Form of Non-Collusive Affidavit.....21

13. Contractors Tracking Form.....22

**The following forms must be included in response and may be downloaded at <http://www.columbiahousingsc.org/procurement>**

1. HUD-5369-A Representations and Certifications
2. HUD-5369-B Instructions to Offerors Non-Construction
3. HUD-5370-C General Conditions for Non-Construction Contracts
4. W-9 Request for Taxpayer Identification Number and Certification
5. Wage Rates

# REQUEST FOR PROPOSALS

## Electrical Services for The Housing Authority of the City of Columbia, SC

The Housing Authority of the City of Columbia, SC (CH) is requesting proposals for electrical services as identified in the attached Scope of Services for sites located in Richland County and Cayce, SC.

**Obtaining the RFP:** Visit our website at [www.columbiahousingsc.org/procurement](http://www.columbiahousingsc.org/procurement) to obtain a copy of the RFP. Any addenda issued for this RFP will be published at the above-referenced website and proposers are responsible for checking the website prior to submission of proposals for any addenda. If you are unable to download the RFP or addenda, you may call Gary Wilhelm, Director of Procurement and Contract Administration at (803) 376-5047 ext. 318.

**Questions:** Any questions or requests for further information must be submitted in writing no later than **2:00 p.m., on March 17, 2020** to the Director of Procurement noted above by e-mail at [gwilhelm@columbiahousingsc.org](mailto:gwilhelm@columbiahousingsc.org). In order to maintain a fair and impartial competitive process, CH will only respond to written questions received within the specified time frame. CH must avoid private communication with the prospective Respondents during the evaluation period. The written questions will be the only opportunity for Respondents to ask questions as to form and content. **Please respect this policy and do not attempt to query CH personnel or members of its Board of Commissioners regarding this RFP except through written questions submitted in the manner and within the time frame indicated above.**

**Submission Deadline:** Sealed proposals (Submit proposals on a Flash/Thumb Drive), must be received no later than **March 31, 2020 3:00 pm (EST)**, at CH's street address below. Proposals must be delivered to CHA by the deadline stated above. Faxed or e-mailed submittals will not be accepted.

Columbia Housing Authority  
Procurement Department  
Proposal for Electrical Services  
Attention: Mr. Gary Wilhelm, Director of Procurement  
1917 Harden Street  
Columbia, SC 29204

**Diversity:** CH strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged businesses, HUD Section 3 businesses, and small businesses to submit proposals or to participate in a subcontracting capacity on CH contracts.

**Rights Reserved:** CH reserves the right to waive as informality any irregularities in submittals, and/or to reject any and all proposals.

## **MISTAKES IN PROPOSALS**

If a mistake in a proposal is suspected or alleged, the proposal may be corrected or withdrawn during any negotiations that are held. If negotiations are not held, or if best and final offers have been received, the Respondent may be permitted to correct a mistake in the proposal and the intended correct offer may be considered based on the conditions that follow:

- 1 The mistake and the intended correct offer are clearly evident on the face of the proposal.
- 2 The Respondent submits written evidence which clearly and convincingly demonstrates both the existing offer and such correction would not be contrary to the fair and equal treatment of other Respondents.

Mistakes after award shall not be corrected unless the CH Executive Director makes a written determination that it would be disadvantageous to the CH not to allow the mistake to be corrected. The approval or disapproval of requests of this nature shall be in writing by the CH's Executive Director.

## **CONFLICTS OF INTEREST**

The Respondent warrants that to the best of his/her knowledge and belief and except as otherwise disclosed, he/she does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this contract and the Respondent's organizational, financial, contractual or other interests are such that:

1. Award of the contract may result in an unfair competitive advantage.
2. The Respondent's objectivity in performing the contract work may be impaired. In the event the Respondent has an organizational conflict of interest as defined herein, the Respondent shall disclose such conflict of interest fully in the proposal submission.
3. The Respondent 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 Executive Director which shall include a description of the action which the Respondent has taken or intends to take to eliminate or neutralize the conflict. CH may, however, terminate the contract if it is in its best interest.
4. In the event the Respondent was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Executive Director, CH may terminate the contract for default.
5. The provisions 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 Respondent. The Respondent shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.
6. No member of or delegate to the U.S. Congress or CH Board of Commissioners shall be allowed to share any or part of this contract or to derive any benefit to arise therefrom. This provision shall be construed to extend to this contract if made with a corporation for its general benefit.
7. No member, officer, or employee of CH, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the CH was activated,

and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

8. CH reserves total discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

### **INCURRED COSTS IN PREPARING PROPOSALS**

Respondent will be responsible for all costs incurred in preparing a response to this RFP. All material and documents submitted by Respondents will become the property of CH and will not be returned. Firms selected for further negotiations, as well as the firm ultimately selected to enter into a contractual agreement with CH, will be responsible for all costs incurred during negotiations.

### **AWARDS**

A contract shall be awarded in accordance with the terms and conditions of this RFP to a pool of Respondent whose proposal is most advantageous to CH considering price, technical and other factors as specified in this RFP. CH reserves the right to negotiate and award any element of this RFP, to reject any or all proposals or to waive any minor irregularities or technicalities in proposals received as the best interest of CH.

### **CONTRACT/AWARD**

The Contract for electrical services as requested in this RFP document will be subject to the approval of the CH Board of Commissioners.

This RFP will result in a fixed price Task Order or specified payment schedule, the terms of which will be negotiated between CH and the selected Respondent. The contract shall commence on the date specified therein and shall terminate upon completion of all services required pursuant to the contract unless terminated as provided therein. The contract may be awarded to one or more respondents.

Non-emergency projects shall be given to one or more Respondents to provide a bid at which CH will award a Task Order to the lowest responsible bid.

Emergencies will be treated differently, a Task Order will be issued to a single Respondent on a Rotation basis controlled by CH.

During the final year of the contract or during any option year CH at its' discretion may submit another RFP for Electrical Services. However, the new RFP would not be awarded until the end of the contract term or the end of the option year.

### **CONTRACT TERM**

The initial term of this contract shall be for three (3) year commencing on the date of execution. The contract may be renewed for up to two (2) additional 1-year options. No cost increase shall be allowed during the agreement unless it is stated as such in the respondent's proposal. The

winning firm shall be required to retain all pertinent records for a period not less than three (3) years after final payment has been made and all pending matters closed. Proposer agrees and understands that the Agreement will not be construed as an exclusive arrangement and CH may at any time secure similar or identical services from another supplier at the sole option of CH. In submitting a response, the Respondent acknowledges that CH shall not compensate the Respondent for any submission or contract negotiation costs, including costs of preparation, appearances for interviews, and/or travel expenses. It is essential that the Respondent selected as the Electrical contractor have the necessary knowledge, skills and experience to implement all aspects of the work. All work is to be performed with the highest degree of professional standards, in compliance with all applicable laws, regulations, procedures, criteria and requirements; to include all applicable Federal, State, and local laws and regulations.

## **SCOPE OF SERVICES**

**1. SCOPE:** The successful Respondents will provide all labor, supervision, equipment, parts and supplies for electrical services at various CH locations. Successful Proposer will repair, replace, and install existing and new electrical systems as required. This includes the provision of all replacement parts and component systems required for existing electrical systems in accordance with original equipment manufacturer specifications. An Electrical license from the Municipal Association of South Carolina Trades Certification is required. Successful Proposer must have at least five years of experience in the tasks to be performed. An Electrical license is an additional requirement for respondents who possess a SC Residential Builders License or a SC General Contractor License. Each license number must be shown on the enclosed information sheet.

**2. REQUIREMENTS:** Successful Proposer will but not limited to:

- a. Install fuse links to restore power
- b. Repair and replace high voltage lines (primary and secondary)
- c. Replace defective arrestors
- d. Replace defective or missing ground wires
- e. Replace defective or missing service drops
- f. Replace defective transformers
- g. Replace loose connections on all high voltage lines and transformers
- h. Repair electrical damage resulting from fire or other casualty
- i. Replace or repair exterior light fixtures, replace bulbs, replace or reset timers
- j. Replace or repair interior wiring, wall sockets, switches, and fuses and electrical circuit boxes.
- k. Provide technical support to CHA staff when required

**3. WORKING HOURS AND RESPONSE TIME:** Successful Proposer will

- a. Be on-site in response to non-emergency calls during business hours of 8:00 am through 6:00 pm, Monday through Friday the next business day after notification.
- b. Be on-site in response to notification of an emergency, as determined by CH within one hour of notification.
- c. No work will be done on weekends or CH holidays unless specifically authorized by CH.

#### **4. EXCEPTIONS**

Non-routine repairs that will cost outside of the routine maintenance costs must be approved by CH before any service is performed. Payment will not be made under this contract for such services unless prior approval is obtained. If CH decides to approve such services the cost of the initial call and services will be included in the price and not as a separate invoice.

- 5. WORK INSPECTION:** Upon notification of successful proposer, CH will inspect the work. CH will notify successful proposer of any work found to be deficient. Upon notice, successful proposer will have a specified time, to be determined by CHA, to correct any and all deficiencies.

#### **6. PROPOSAL RESPONSE REQUIREMENTS**

##### **A. Experience**

Submit a detailed narrative description documenting Proposer's overall background and experience to include, but not limited to the following:

- 1 Details of proposer's company to include years in business and any experience in electrical services.
- 2 Number of employees.
- 3 Details of any municipality or other government contracts.
- 4 Describe or provide examples of a minimum of three previous electrical service projects that demonstrate Proposer's experience in the electrical services required in this RFP.
- 5 Awards, certifications, or other electrical-related recognition.
- 6 Detail of Proposer's specific experience including but not limited to background in, knowledge of, and experience in commercial and residential electrical services and repairs.
- 7 Detailed information and narrative descriptions documenting experience of the key personnel identified by Proposer.
- 8 Client references for whom they have provided electrical repair and maintenance services in the past five years.

#### **7. CAPACITY AND APPROACH**

Provide a detailed narrative description of the proposed approach and methodology for engaging with CH representatives while in the course of performing the duties, including but not limited to:

- a. The overall approach to delivering the scope of services and any strategies Proposer proposes to implement
- b. Current number of clients that the Proposer is under contract with to provide electrical services.
- c. Narrative that demonstrates working knowledge and understanding of the requirements of the scope of services.
- d. Details on the staffing available to respond to calls for service by CH to include the

- number of employees by each classification/discipline.
- e. Details of Proposer's dispatch process for service calls during business hours.
  - f. Details of Proposer's dispatch process for service calls after business hours.
  - g. Provide the number of hours/days prior notification Proposer requires for service calls during normal business hours.
  - h. Details of any subcontractors proposed and the work to be performed by each.
  - i. Describe the process that will be utilized to supervise, oversee and ensure quality work is performed.
  - j. Provide a detailed list of the major vehicles and equipment owned by Proposer to include manufacturer, model, year and quantify of each.
  - k. Proposer will thoroughly explain its accessibility in the areas of availability for general communications, coordination, and supervision.
  - l. Proposer will thoroughly explain the plan on ensuring accessibility and availability during the term of the agreement.

## **FEE PROPOSAL**

Proposers must use the pricing page (Appendix A) to submit the fee proposal for the items shown below. Prices submitted must be all inclusive to provide electrical services in accordance with the requirements identified in the Scope of Services in this RFP. Business hours will mean 8:00 am – 6:00 pm, Monday through Friday excluding CH holidays. All hourly rates must include overhead, profit, travel and administrative costs. Trip charges are not permitted under this contract. The successful proposer will be required to have the hours worked certified by CH personnel at the job site.

### **Fees:**

1. Hourly rate for a licensed electrician during business hours.
2. Hourly rate for a licensed electrician outside of normal business hours.
3. Hourly rate for a licensed electricians apprentice during business hours.
4. Hourly rate for a licensed electricians apprentice outside of normal business hours.
5. Hourly rate for a laborer during business hours.
6. Hourly rate for a laborer outside of normal business hours.
7. Hourly rate for a equipment operator.
8. Percentage of markup for electrical parts and materials.



## **EVALUATION CRITERIA**

The proposals will be evaluated using the following weighted criteria:

<b>EVALUATION CRITERIA</b>	<b>MAXIMUM RATING POINTS</b>
Experience	25
Capacity and Approach to deliver the scope of services	20
Working knowledge and understanding of the requirements of the scope of services	20
Staffing	15
Cost Proposal	15
References	5
<b>Total Points</b>	<b>100</b>

### **MWBE CONTRACTORS WILL BE AWARDED 5 BONUS POINTS.**

Submittals will be evaluated based on the criteria listed in this section. In preparing the submittal to CHA, it is important for proposers to clearly demonstrate their expertise in the areas described in this document.

Respondents must identify and clearly label in the submittal how each criteria is being fully addressed. Evaluation of responses to this RFP will be based only on the information provided in the submittal package, and if applicable, interviews, and reference responses. CH reserves the right to request additional information or documentation from the respondent regarding its submittal documents, personnel, financial viability, or other items in order to complete the selection process. If a responding firm chooses to provide additional materials in their proposal beyond those requested, those materials must be included in a separate section of the proposal. In submitting a proposal, the respondent agrees that any costs or prices proposed will be valid for a minimum of 90 days from the proposal due date.

### **V. Administrative Information**

NOTE: While effort has been made to separate substantive and procedural matters through the division of the Requests for Proposals (hereinafter called RFP) into various parts, the distinctions between such categories are not always precise. Consequently, OFFERORS are advised that all contents of this RFP, along with the contract, will constitute the substantive terms and conditions of the relationship, if any occurs, between that OFFEROR and the Housing Authority of the City of Columbia (CH).

## Scope

The purpose of this solicitation is to obtain a qualified firm to provide professional services to the CH. Nothing herein is intended to limit proposals but is for the purpose of meeting the full needs of the CH using a system of fair, impartial and free competition among OFFERORS. It is the intent and purpose of the CH that this RFP permit competition. It will be the OFFEROR'S responsibility to advise the Procurement Director of CH if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by CH not later than the time and date specified in the schedule of "Key Event Dates" section of this RFP. A review of such notifications will be made.

## Discussions/Negotiations

In accordance with Federal and CH Procurement Policy, CH may conduct negotiations with any OFFEROR submitting a proposal which appears to be eligible for award pursuant to the selection criteria set forth in the RFP. All apparently eligible OFFERORS will be accorded the opportunity to submit best and final proposals if negotiation with any other OFFEROR results in a material alteration to the RFP and such alterations has a cost consequence that may alter the order of OFFERORS price quotations contained in the initial proposals. In conducting negotiations, there will be no disclosures of any information derived from proposals submitted by competing OFFERORS.

## Offeror Responsibility

Each OFFEROR will fully acquaint himself with the conditions relating to the scope and restrictions attending the performance of obligations under the conditions of this RFP. The failure of an OFFEROR to acquaint himself with existing pre-contract conditions or post-contract consequences will in no way relieve such OFFEROR of any obligation with respect to the proposal or to any contract resulting here from. OFFERORS are notified that failures to inspect, familiarize, or otherwise gather information as to the total cost to the CHA, will, in addition to any and all other remedies available, create cost difference liabilities and claims against the successful OFFEROR.

## Proposal Constitutes Offer

By submitting a proposal, the OFFEROR agrees to be governed by the terms and conditions as set forth in this document. Any proposal containing variations from the terms and conditions set forth herein, may in sole discretion of the CH, render such proposal non-responsive. Any inconsistencies between the RFP and any other contractual instrument will be governed by terms and conditions of this RFP, except where subsequent amendments to any contract resulting from this RFP are specifically agreed to in writing by the parties to supersede any such provision of this RFP.

### Preparation of Proposal

All proposals should be complete and carefully worded and must convey all the information requested by CH. If errors are found in the OFFEROR'S proposal, or if the proposal fails to conform to the essential requirements of the RFP, CH and CH alone will be the judge as to whether that variance is significant enough to reject the proposal. The instructions below provide guidance for the preparation and submission of proposals. The purpose is to establish the requirements, format, and content of the proposal so that proposals are complete, contain all essential information, and can be evaluated easily.

### Multiple Proposals

OFFERORS may submit only one proposal for this RFP. It is the responsibility of the OFFEROR to submit that proposal which the OFFEROR feels best meets the requirements of this RFP.

### Specifications Mandatory

The OFFEROR must meet all of the mandatory specifications and requirements set forth in this RFP. By incorporating said specifications into the OFFEROR'S proposal, subject to acceptance by the CH of any amendments hereto as submitted by the OFFEROR, the OFFEROR is agreeing to comply with said specifications. Failure to provide mandatory capability will result in rejection of the OFFEROR'S proposal.

### Questions

Every effort has been made to insure that all information needed by the OFFEROR is included herein. If an OFFEROR finds that he cannot complete a proposal without additional information, he may submit written questions to the person designated herein on or before the deadline set forth herein. No questions will be accepted by CH after this date. All replies to questions will be in writing. When a question received by CH is found to be already sufficiently answered in the RFP, that question will be returned to the OFFEROR with a reference to the part of the RFP containing the answer.

### Amendments

If it becomes necessary to revise any part of the RFP, all amendments will be provided in writing to all OFFERORS. **ALL AMENDMENTS TO AND INTERPRETATIONS OF THIS SOLICITATION WILL BE IN WRITING. CHA WILL NOT BE LEGALLY BOUND BY ANY AMENDMENT OR INTERPRETATION THAT IS NOT IN WRITING.**

### Presentations

Any OFFEROR may, at the sole discretion of CH, be required to make an oral presentation of their proposal to CH after the proposal opening. Such presentations provide an opportunity for the OFFEROR to clarify proposals and to insure thorough mutual understanding. The CH will schedule the time and location for these presentations.

### Partial Acceptance

All proposals must be for the entire RFP. However, CH reserves the right to accept any portion(s) of the OFFEROR'S proposal if it is deemed to be in the best interest of CH to do so.

### Confidential Information

No documents relating to this procurement will be presented or made otherwise available to any other person until notification of Award. Commercial or financial information obtained in response to this RFP which is privileged and confidential and if clearly marked as such will not be disclosed at any time unless requested by court order. Such privileged and confidential information includes that which if disclosed might cause harm to the competitive position of the OFFEROR supplying the information. OFFEROR'S therefore, must visibly mark as "CONFIDENTIAL" each part of a proposal which they consider to contain propriety information.

### Receipt of Proposals: Timeliness

Any proposal received after the schedule opening date and time will be immediately disqualified, rejected and returned to the sending party without any consideration what-so-ever.

### Number of copies of Proposals to be submitted

Each OFFEROR is to submit (as indicated in the "Key Event Dates") one original and two copies of the proposal, under a seal, to the Procurement Director, Columbia Housing Authority, 1917 Harden Street, Columbia, South Carolina, 29204. Each copy of the proposal should be bound in a single volume where practical. The OFFEROR is required to have typed on the envelope or wrapping containing the proposal the RFP identification number as specified in this RFP.

### Proposals Signed

All proposals must be signed by an officer of the company authorized to commit to the provisions of this RFP. Unsigned proposals will be rejected unless an authorized representative is present at the proposal opening and provides the needed signature, provided that the discovery is made prior to the closing of the proposal opening ceremony.

### Public Opening

All proposals received in response to this RFP will be opened publicly at the time and place specified in the schedule of Key Event Dates. At that time, only the name of each OFFEROR will be listed and made available for public inspection. No other information will be made available until after award.

### Award

Award will be made to the responsive and responsible OFFEROR whose proposal is determined by the CH Board of Commissioners to be the most advantageous to the CH, taking into consideration price and the evaluation factors set forth in the RFP. No other factors or criteria

may be used in evaluation and there must be adherence to any weights specified for each factor in the RFP. However, the right is reserved to reject any and all proposals received and in all cases, the CH will be the sole judge as to whether an OFFEROR'S proposal has or has not satisfactorily met the requirements of this RFP as governed by the Federal Regulations and the CH Procurement Policy.

#### Governing Law

Successful OFFEROR must comply with the laws of the State of South Carolina which require that it be authorized and/or licensed to do business in said state. Notwithstanding the fact that applicable statutes may exempt or exclude the successful OFFEROR from requirements that it be authorized to do business in said state, by signing of this agreement OFFEROR agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina or federal courts as to all matters and disputes arising or to arise under the agreement and the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the state.

#### Affirmative Action

Successful OFFEROR will take affirmative action in complying with all federal and state requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees, without regard to or discrimination by reason of race, color, religion, national origin, age, handicap, or familial status.

#### Insurance

Successful OFFEROR will maintain throughout the performance of its obligations under this agreement, a policy of Worker's Compensation insurance with such limits as may be required by law and a policy or policies of general liability insurance insuring against liability for injury to, and/or death of persons and damage to and destruction of property arising out of or based upon any act or omission of the OFFEROR or any of its subcontractors or their respective officers, directors, employees or agents. Such general liability insurance will have limits sufficient to cover any loss or potential loss resulting from this contract, with a minimum limit of \$1,000,000.00 per occurrence. Successful OFFEROR will also carry Primary Premises Comprehensive General Liability including Non-Owned Automobile Liability in the amount of \$1,000,000.00 per occurrence. CH is to be added on as an additional insured party to this policy.

#### Contractual

Contract negotiations will be started immediately with the apparent successful OFFEROR (contractor). If any points cannot be resolved so that a final contract to the mutual satisfaction of all parties can be reached, negotiations may be initiated with the next qualified OFFEROR. All contractual documents are available for inspection at the CH offices.

#### Indemnification

The CH, its officers, agents, and employees will be held harmless from liability from any claims, damages, and actions of any nature (including costs of reasonable attorney fees) arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to

negligence on the part of the user to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the contractor's proposal.

#### Warranty

Contractor warrants that any service provided to the CH as a result of this RFP complies with all specifications and other terms and conditions herein set forth, and further warrants and guarantees that said services will be performed in accordance with the defined standard of performance and other terms and conditions as herein specified, in addition to any and all other remedies provided by law, or specified herein, and all remedies will be considered cumulative, and not exclusive. The contractor will be responsible for the full performance hereunder of any subcontractors and/or suppliers and the CH will rely solely upon said contractor for contracted performance.

#### Licenses, Permits, and Compliance

During the term of the contract, the contractor will be responsible for obtaining and maintaining in good standing, all licenses (including professional licenses, if any), permits, inspections and related fees for each. It will be the contractor's responsibility to comply with all codes, rules, ordinances, regulations, tariffs and industry standards.

#### Termination

##### Non-Appropriation of Funds:

Funding for this agreement are from local and/or Federal appropriations. In the event no funds or insufficient funds are appropriate and budgeted in any fiscal year (July 1 - June 30) for payments to become due under this agreement, or there is no further need for the products and/or services to satisfy the need for which same were acquired hereunder, then the CH will immediately notify the contractor, and this agreement will create no further obligation of the CH as to such current or succeeding fiscal year and will be null and void, except as to the portion of payments herein agreed upon for funds which will have appropriated and budgeted. In such events, this agreement will terminate on the last day of the fiscal year for which appropriations were received without penalty or expense to the CH of any kind what-so-ever. Either party may terminate this agreement by giving the other party thirty (30) days written notice.

##### Default of Contractor:

If the contractor refuses or fails to prosecute the work, or any separable part thereof, with the diligence that will insure its completion within the time specified in this contract, or any extension thereof, or fails to complete said work within this time, the CH may, by written notice to the contractor, terminate the right to proceed with the work (or separable part of the work) that has been delayed. In this event the CH may take over the work and complete it, by contract or otherwise, and may take possession of and use any materials, equipment or data on the work site necessary for completing the work. The contractor and its sureties will be liable for any damage to the CH resulting from the contractor's refusal or failure to complete the work within the specified time, whether or not the contractor's right to proceed with the work is terminated. This liability excludes any increased costs incurred by the CH in completing the work.

**APPENDIX A**

A. Labor

Item No.	Description	Hourly Rate
1	Licensed Electrician – Business Hours	
2	Licensed Electrician – Non-Business Hours	
3	Apprentice Electrician – Business Hours	
4	Apprentice Electrician – Non-Business Hours	
5	Laborer – Business Hours	
6	Laborer – Non-Business Hours	
7	Equipment Operator	

B. Parts

Item No.	Description	% Markup
8	Parts and Materials Percentage Markup	

THIS FORM IS A PART OF THE RFP AND MUST BE COMPLETED.

## KEY EVENT DATES

Project: ES-033120

1. Issue of Request for Proposal March 2, 2020
2. Deadline for receipt of written questions concerning this RFP March 17, 2020  
is 2:00 PM March 17, 2020. Written questions may be e-mailed 2:00 PM  
to Gary Wilhelm at [gwilhelm@columbiahousingsc.org](mailto:gwilhelm@columbiahousingsc.org)
3. Deadline for receipt of one **Flash/Thumb Drive** of formal March 31, 2020  
proposal document to Gary Wilhelm, Director of Procurement, 3:00 pm  
Columbia Housing Authority, at 1917 Harden Street, Columbia, SC  
29204. In a sealed envelope marked: Proposal ES-033120.



CERTIFICATE OF SECTION 3 COMPLIANCE

I certify that I have reviewed and fully understand the attached Section 3 Specification Clause and program and will demonstrate compliance to the "greatest extent feasible", to meet the numerical goal of 30% new hires. I further certify that I have and will make every reasonable effort to purchase from those small businesses located within the boundaries of the Section 3 covered project area and further, will take concrete steps to expand resident training and employment opportunities such as, asking if residents are aware of available training and employment positions, encouraging residents to participate in the job application process, and actually employing Section 3 area residents. Furthermore, I will contact the Housing Authority to obtain listings of available individuals to fill my labor needs, if any such needs arise, for the duration of this contract.

---

Principal Officer of Bidding Company

---

Date

END OF DOCUMENT

## SECTION 3 SPECIFICATION CLAUSE

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 clause):

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 of this contract agree to comply with HUD's regulations in 24 CFR parts 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under Section 3 clause, and will post copies of the notice in conspicuous places at the work sit where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking application for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR parts 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in the regulations in 24 CFR parts 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR parts 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contractor is executed, and (2) with persons other than those to whom the regulations 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR parts 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7 (b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7 (b).

END OF DOCUMENT

MBE PARTICIPATION CERTIFICATION

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

\_\_\_\_\_  
Principal Officer of Bidding Company

\_\_\_\_\_  
Date

END OF DOCUMENT

FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

(Prime Bidder)

State of ( \_\_\_\_\_ )ss.

County of ( \_\_\_\_\_ )

being first duly sworn deposes and says:

That he is \_\_\_\_\_

(a partner or officer of the firm of, etc.)

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

Signature of:

\_\_\_\_\_

Bidder, if the bidder is an individual

\_\_\_\_\_

Partner, if the bidder is a partnership

\_\_\_\_\_

Officer, if the bidder is a corporation

Subscribed and sworn to before me

this \_\_\_\_\_ day of \_\_\_\_\_ 2020.

My Commission expires \_\_\_\_\_  
2\_\_\_\_\_.

## CONTRACTOR'S TRACKING FORM

**To assist the CHA in implementing and tracking this contract, please provide the following information. Complete one form for the prime contractor and one for each subcontractor you plan to use.**

**BID OR RFP NUMBER:** \_\_\_\_\_ **PROJECT:** \_\_\_\_\_

**COMPANY NAME:** \_\_\_\_\_

**GENERAL CONTRACTOR LICENSE \*:** ( if applicable) \_\_\_\_\_

**RESIDENTIAL CONTRACTOR LICENSE #** ( if applicable) \_\_\_\_\_

**STREET ADDRESS:** \_\_\_\_\_

**CITY AND STATE:** \_\_\_\_\_

**TELEPHONE (    )** \_\_\_\_\_ **CONTACT NAME:** \_\_\_\_\_

**FEIN:** \_\_\_\_\_ **OR SSN:** \_\_\_\_\_

**ETHNIC/RACE STATUS (CHECK ONLY ONE)**

\_\_\_\_ **WHITE AMERICAN**      \_\_\_\_ **BLACK AMERICAN**      \_\_\_\_ **NATIVE AMERICAN**

\_\_\_\_ **HISPANIC**                      \_\_\_\_ **ASIAN/PACIFIC AMERICAN**

**\*REQUIRED IF YOUR BID IS OVER \$30,000.00**

**# REQUIRED IF YOUR BID IS FOR RESIDENTIAL WORK AND IS OVER \$ 5,000.00  
(DOES NOT APPLY IF OFFEROR IS A LICENSED GENERAL CONTRACTOR)**