

**REQUEST
FOR
QUALIFICATIONS**



**Lenders for Federally Insured Loan
Programs
In Support of
Affordable and Mixed-Income Housing**

QUALIFICATIONS DUE DATE:

**Thursday, October 07, 2021
2:00 PM Local Time**

REQUEST FOR PROPOSALS

The Housing Authority of the City of Columbia, SC (CH) is soliciting proposals from qualified lenders experienced with federally-insured loan programs (FHA, Fannie Mae, and Freddie Mac) to assist in financing or refinancing affordable and mixed-income housing. CH is interested in entering into a contract with the selected lenders on a per project basis.

The Request for Qualifications is available for viewing on CH's Procurement: Proposals will be received until 2 p.m. Eastern Standard time on October 07, 2021 via electronically submission to Julia A. Gibbs jgibbs@columbiahousingsc.org . The criteria for evaluating these proposals will be based on the items set forth in the Request for Proposals. An award will be made to the most responsible proposal, which in the judgment of CH, best meets the current needs and long-term goals of CH. CH reserves the right to reject any proposals and/or waive any informality in the solicitation process.

Pre-Proposal Meeting: N/A

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1. GENERAL SCOPE OF SERVICES AND INTRODUCTION

The Housing Authority of the City of Columbia (CH) is committed to the development of mixed-income communities; largely on properties it currently owns, in order to replace high concentrations of low-income housing with vibrant new communities of affordable, workforce, and market-rate communities. As an initial step with this initiative, it has completed the conversion of all of its traditional public housing to Project Based Rental Assistance (PBRA) through HUD's Rental Assistance Demonstration (RAD) program. Concurrently, it undertook Vision 2030 planning strategies at several of its legacy public housing Properties in which the residents and the wider communities came together with professional planners to "envision" what their communities could be transformed into. Utilizing a variety of financing tools (9% and 4% Low Income Housing Tax Credits, Housing Trust Fund grants, HOME funds, The low income housing tax credit (LIHTC) loans, Multi-Family Housing Bonds, FHA 221(d) (4) loans, New Market Tax Credits, and CH cash equity), it has made substantial progress in implementing the Vision 2030 Plan. The Vision 2030 plan, with several projects completed, several well underway, and more nearing launch. Some of the CH cash equity has been secured using FHA 223(f) financing of other housing assets.

CH intends to continue using such financing tools over the coming years in order to complete the remaining elements of the Vision 2030 Plan to implement similar initiatives at its other properties. To assist with this, CH intends to engage a qualified Lenders for federally-insured loan programs on a per project basis.

2. ENGAGEMENT DESCRIPTION

CH has utilized a variety of financing tools over the last several years to implement the housing elements of its Vision 2030 on the lending side; these include FHA loans for both new construction and refinancing, LITC loans market-rate bank loans, and multi-family bonds. As helpful as many of these tools have been, it has been difficult at times to piece together the needed tools since none seemed designed to directly address mixed-income housing (they were either for affordable housing or market-rate, but not both). When CH is developing its new communities, all income groups are housed side-by-side in the same buildings and in some instances the income-restricted units may "float" over time.

CH wishes to engage with multiple Lenders with broad experience with federally-insured loan programs (including FHA, Fannie Mae, and Freddie Mac) who can assist the agency in selecting the financing tools that can best meet its financial objectives. This may include securing loans for construction of new developments as well as loans that securitize cash flow from existing developments so that the loan proceeds might be invested in other new developments.

3.0 Proposal Format and Evaluation Factors

3.1 An electronic file of the Qualifications must be submitted to:

Procurement Coordinator
Julia A. Gibbs
jgibbs@columbiahousing.org
Columbia Housing Authority

3.2 The submittal shall be arranged in the following format and sequence and will be evaluated using the factors and assigned values listed below. Proposals may be ranked without interviews; hence, applicants are encouraged to submit their proposals as comprehensively as possible. Applicants may be invited for interviews to present their proposals in more detail and to answer any questions the evaluation panel may have.

3.2.1 Letter of Interest (LOI), including Lender's name, address, and phone number, and the name and position of the contact person regarding this proposal.

3.3 Evaluation Factors

1. Experience and Qualifications of Lenders (35%)
 - a. A description of unique qualifications of the proposer which would render it more advantageous to CH than other potential Lenders engaged in federally-insured loans (25%).
 - b. A chronology of 5 FHA-insured loans closed thus far during calendar year 2021 (10%) reflecting the dates of:
 - i. initiation of concept discussion
 - ii. loan sizing
 - iii. engagement letter
 - iv. submission of application to HUD
 - v. rate lock
 - vi. HUD approval
 - vii. closing date
 - viii. (any other processing dates considered critical)

2. Specific Experience with Affordable and Mixed-Income Housing (25%)

Provide a narrative of the experience the Lenders has had with financing of affordable and mixed-income housing, identifying the challenges created by such financing, the various approaches which were evaluated, and the final solutions put into place. This might include meshing together a variety of funding sources such as LIHTC, HOME, and other state and federal grants (or separating such tools in a condominium-type ownership structure) that add layers of complexity as a part of the financing package. Please describe three such financings that were successfully closed.

3. Specialized expertise of team members (15%)
 - a. The proposal shall list the specific individuals who will be engaged in processing loans for CH (as opposed to staff in other originating offices) and their expertise with similar relevant projects. Provide resumes (not exceeding one-page) for each. This includes any sub-consultants who may be engaged as well (10%)
 - b. Complete DBE Forms 2001, 2002 & 2003 to indicate efforts to utilize Diversity Business Enterprise Firms for this project. Form 2001 will be completed to indicate how efforts were made to contact DBE Firms. Form 2002 will be completed if submitting as a Joint Venture with a DBE Firm. Form 2003 will be completed indicating DBE firms the Consultant will commit to utilize for this project (5%).
4. Client references (10%)

Submit names/phone numbers for three references for borrowers with similar loans that have closed in the last two years.
5. Financial Considerations (15%)
 - a. Please provide anticipated fees for services either as a percent of loan amount or as a lump sum; also
 1. Timing of when fee is earned
 2. Timing of when fee is payable
 - b. Proposed interest (rate or benchmark), if any, to be credited on required escrow deposits
 - c. Describe your process for handling insurance claims (dollar thresholds for requiring Lenders involvement, contracting requirements for repairs, identification of staff/office overseeing claims, etc.)
 - d. Any other financial elements which would affect the cost of borrowings in total over the life of the loan.

4.0 Cost Incurred In Responding

- 4.1 All costs directly or indirectly related to preparation of a response to the Request for Proposal or any oral presentation required to supplement and/or clarify the submittal which may be required by CH shall be the sole responsibility of and shall be borne by Proposer(s).
- 4.2 Each firm by submitting its proposal waives any claim for liability against CH as to loss, injury and costs or expenses, which may be incurred as a consequence of its response to this document.

- 4.3 Each firm by submitting its proposal waives any claim for liability against CH as to loss, injury and costs or expenses, which may be incurred as a consequence of its response to this document.

5.0 **INQUIRIES**

- 5.1 Questions submitted in writing on Proposer's letterhead and properly signed will be accepted until October 01, 2021, at 4:00 p.m. Eastern Standard Time. "Oral explanations or instructions given before the award of the agreement will not be binding." Responses to written inquiries will be emailed to Proposers. Direct all questions to:

Procurement Coordinator
Julia A. Gibbs
jgibbs@columbiahousing.org
Columbia Housing Authority

6.0 **SUBMISSION DEADLINE**

Submissions due October 07, 2021, no later than 2 p.m. Eastern Standard Time via electronically or thumb drive via Fed Ex.

7.0 **REJECTION**

- 7.1 CH reserves the right to reject any and all submittals and/or to waive any informality in the solicitation process or parts thereof and to re-solicit.
- 7.2 CH does not guarantee that a contract will be awarded as a result of this Request for Qualifications.

8.0 **CONTRACT COMPLIANCE STATEMENT**

- 8.1 The Proposer shall state his/her compliance with all applicable rules and regulations of Federal, State and Local governing entities and that they are not excluded from Federal procurement programs. Qualifications must state his compliance with terms of this Request for Qualifications (see attachments).
- 8.2 The Proposer must demonstrate that the proposal meets **all** applicable rules, regulations, and licensing requirements, whether Local, State or Federal. It is the responsibility of the potential Lenders to determine the applicability of any rule, regulation or other requirement.
- 8.3 The Proposer must demonstrate that the proposal meets **all** applicable rules, regulations, and licensing requirements, whether Local, State or Federal. It is the responsibility of the potential Lenders to determine the applicability of any rule, regulation or other requirement.

- 8.4 The Proposer must demonstrate that the proposal meets **all** applicable rules, regulations, and licensing requirements, whether Local, State or Federal. It is the responsibility of the potential Lenders to determine the applicability of any rule, regulation or other requirement.

9.0 **TERMS AND CONDITIONS**

The following shall be essential terms and conditions of this agreement:

- A. **Termination.** The CH shall have the right to terminate the Agreement at any time.

In the event the Lenders fails to comply with any provision of this Agreement, or if the progress or quality of the work is unsatisfactory, the CH may serve written notice upon the consultant and if the Lenders fails within a period of ten (10) days thereafter to correct failure, CH may terminate the Agreement upon written notice to the Lenders. Upon such termination, the Lenders shall immediately cease its performance of the Agreement and shall deliver to CH all completed or partially completed work. CH shall determine and pay to the Lenders the amount due for such satisfactory work.

CH reserves the right to terminate this Agreement for its convenience or in the event it shall abandon or indefinitely postpone the program. Such termination shall be accomplished by written notice delivered to the Lenders. Upon receipt of notice, the Lenders shall immediately cease work and deliver to CH all completed or partially completed work. Payment to the Consultant shall be made for work performed prior to receipt of the termination notice, together with the Lender's cost for closing down its work, and they shall have no claim for loss of anticipated profits or any additional compensation.

- B. **Breach of Agreement.** If the Lenders fail to fulfill its obligations under this Agreement in a timely and proper manner or if it shall violate any of the terms of this Agreement, CH shall have the right to immediately terminate such contract and withhold payments in excess of fair compensation for work completed. The term "breach of agreement" specifically includes, but is not limited to, failure to comply with any applicable Federal, State or Local laws or regulations.

Notwithstanding the above, the Lenders shall not be relieved of liability to CH for damages sustained by virtue of any breach by the Lenders.

- C. **Modification of Agreement.** Such Agreement may be modified only by written amendment executed by all parties.

- D. **Partnerships/Joint Ventures.** Such Agreement shall not in any way be construed or intended to create a partnership or joint venture between the parties or among any of the parties. None of the parties of such Agreement shall hold itself out in a manner contrary to the terms of this. No party shall become liable for any representation, act or omission of any other party contrary to the terms of this.
- E. **Waiver.** No waiver of any provision of such Agreement shall affect the right of CH thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default.
- F. **Gratuities and Kickbacks.**
- a) **Gratuities.** It shall be a breach of ethical standards for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy or other particular matter, pertaining to any program requirement of a contract or subcontract or to any solicitation or proposal therefore.
- b) **Kickback.** It shall be a breach of ethical standards for any payment gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor of higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- G. **Indemnification.** The Consultant shall agree to indemnify and hold CH, its officers, agents and/or employees harmless from and against any and all lawsuits, damages and expenses, including court costs and attorney's fees, by reason of any claim and/or liability imposed, claimed and/or threatened against the CH, its officials, agents and/or employees for damages because of bodily injury, death and/or property damages arising out of or in consequence of the performance of services under this Agreement to the extent that such bodily injuries, death and/or property damages are attributable to the negligence of the Lenders and/or the Lender's servants, agents and/or employees.

- H. **Assignment-Consent Required.** The provisions of such Agreement shall inure to the benefit of and shall be binding upon the respective successors and assignees of the parties hereto. Such Agreement nor any of the rights and obligations of the Consultant hereunder shall not be assigned, subcontracted or transferred in whole or in part without the prior written consent of CH. Any such assignment transfer or subcontract shall not release the Lenders from its obligation hereunder. Any approved assignee shall assume each and every obligation of the Lenders hereunder and CH may contract with or reimburse any such assignee without waiving any of its rights against the Lenders.

- I. **Entire Agreement.** Such Agreement shall set forth the entire Agreement between the parties with respect to the subject matter hereof, and shall govern the respective duties and obligations of the parties until and unless a more formal Agreement is entered into between the parties.

- J. **Force Majeure.** No party to such Agreement shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by any act of God, force majeure, storm, fire, casualty, civil disturbance, riot, war, pandemic, national emergency, act of Government, act of public enemy or other cause of similar nature beyond its control.

10.0 **MISCELLANEOUS PROVISIONS**

The Consultant and CH mutually agree as follows:

- A. **Reuse of Documents.** All documents furnished by the Lenders pursuant to this Agreement are instruments of his/her services with respect to the Project.

- B. **Personnel.** The Lenders represents that he/she has or will secure at his/her own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with CH.

All services required hereunder will be performed by the Lenders or under his/her supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform services.

- C. **Interest of Other Local Public Officials.** No member of the governing body of the locality in which the area of the Project is situated and no other public official of such locality who exercises any functions or responsibilities in the review or approval of the carrying out of the Project to which this Agreement pertains shall have any personal interest, direct or indirect, in their Agreement.

- D. **Control.** All work by the Lenders is to be performed in a manner satisfactory to CH and in accordance with established customs practices and procedures and cost effectiveness standards. The decision of CH is to control in all questions regarding the work covered hereunder. The Lenders is to periodically request sufficient conferences to insure that the Lenders are doing the work in a satisfactory manner and that all locations and work are made in accordance with the wishes of the CH.
- E. **Access to Records.** The Lenders shall maintain books, records, documents and other evidence directly pertinent to performance of work under this Agreement in accordance with accepted professional practice and appropriate accounting procedures and practices. Audits conducted pursuant to this provision shall be in accordance with generally accepted auditing standards and formally established audit regulations, procedures and guidelines of the reviewing or audit agency.

11.0 LICENSING & BUSINESS REQUIREMENTS

The Proposer is responsible to comply with all licensing requirements and associated business regulations whether Local, State or Federal. It is the responsibility of the potential Lenders to determine the applicability of any rule, regulation or other requirement.

12.0 EQUAL EMPLOYMENT OPPORTUNITY

The Lenders shall affirm that it does not subscribe to any personnel policy which permits or allows for discrimination in the employment promotion, demotion, dismissal or laying off of any individual due to his/her race, creed, color, national origin, age or gender or physical handicap, and that it has not been convicted of violating Equal Opportunity Lending.

13.0 MINORITY, WOMEN & SMALL BUSINESS ENTERPRISE REQUIREMENTS

The Proposer shall make efforts to ensure that minority, women and small business enterprises businesses are utilized when possible. Efforts to achieve minority, women and small business participation shall include, but shall not be limited to:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Ensuring that small and minority businesses and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;

- d) Ensuring that small and minority businesses and women’s business enterprises are solicited whenever they are potential sources;
- e) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women’s business enterprises;
- f) Establishing delivery schedules, where the requirements of the contract permit, which encourage participation by small and minority businesses and women’s business enterprises; and
- g) Using the services and assistance of the U.S. Small Business Administration, the Minority Business Development Agency of the U.S. Department of Commerce, and State and local governmental small business agencies.

14.0 TITLE VI

The Housing Authority of the City of Columbia, SC (CH) prohibits discrimination in all of its programs and activities on the basis of race, color or national origin. The Agency will comply with all statutes and regulations of Title VI of the Civil Rights Act of 1964. No person should be excluded from participation in or be denied the benefit of or be subjected to discrimination under any program or service provided by or affiliated with CH on the basis of non-merit reasons. To file a complaint of discrimination, write or call:

South Carolina Human Affairs Commission
1026 Sumter Street, Suite #101
Columbia, SC 29201
803.737.7800

15.0 ATTACHMENTS

- A. Instruction to Bidders – HUD-5369**
- B. Qualification Questionnaire**
- C. General Conditions for Non-Construction Contracts – HUD-5370-C**
- D. MBE Participation Certification (if applicable)**
- E. Non-Collusive Affidavit**
- F. Section 3 Compliance**
- G. Piggy Back Clause Form**

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

**Instructions to Bidders for Contracts
Public and Indian Housing Programs**

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid 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 PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, 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 bid, 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, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

APPENDIX - Qualification Questionnaire

PART 1 - GENERAL

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

1.1 DESCRIPTION

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

1.2 GENERAL INFORMATION

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

Company Name

Physical Address

Mailing Address

City/State Zip Code + 4

(____) _____ (____) _____
Phone number Fax number

Primary Contact Name Secondary Contact Name

Primary Contact Email Address Secondary Contact Email Address

1.3 ORGANIZATION

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

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

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

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

_____	_____	_____
_____	_____	_____
_____	_____	_____

1.4 BONDING

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

Have you attached a surety letter? Yes No

1.4.b. Have any funds been expended by a surety company on your firm's behalf?

Yes No If yes, explain:

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

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

1.5 INSURANCE

1.5.a. Evidence of Insurance

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

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

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

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

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

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

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

1.6 SIZE/CAPACITY

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

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

PART 2 - EXPERIENCE

2.1 EXPERIENCE

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

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

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

2.2 YEARS OF OPERATION

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

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

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

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

Corporation: President, Vice-president, Secretary, Treasurer

Partnership: Partners

Proprietorship: Owner

Other: List and explain

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

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

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

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

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

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

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

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

2.3 WORKLOAD AND CAPACITY

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

_____ (#) of projects

\$ _____ (Current projects contract amount)

2.4 LITIGATION/CLAIMS

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

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

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

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

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

2.5 SIMILAR WORK/REFERENCES

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

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

#2	
Entity Name	
Owner Name/ Representative	
Owner Address/Direct Phone #	
Original contract price:	
Final construction price:	
Specified completion time:	
Actual completion time:	
Explanation of work:	
Reference Letter Attached (y/n)	

#3	
Entity Name	
Owner Name/ Representative	
Owner Address/Direct Phone #	
Original contract price:	
Final construction price:	
Specified completion time:	
Actual completion time:	
Explanation of work:	

Reference Letter Attached (y/n)	

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

Reference	Type of DBE participation	Percentage and Contract Value
1		
2		
3		

PART 3- CERTIFICATION

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

Company Name

Physical Address

Mailing Address

a. Dated this day of: _____

Submitted by: _____
Signature by Authorized Officer Print Title of Authorized Officer

Phone: _____
Contact person's phone number

Email: _____ (SEAL)
Contact person's E-mail address

b. Notary Certification:

State: _____ **County:** _____

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

(Official Notary Seal or Stamp) _____
Signature of Notary Public

My commission expires _____, 20 _____

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

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

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

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

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

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

2. Withholding of funds

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

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

1. Minimum Wages

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

3. Records

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

4. Apprentices and Trainees

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

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

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

5. Disputes concerning labor standards

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

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

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

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

6. Contract Work Hours and Safety Standards Act

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

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

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

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

7. Subcontracts

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

8. Non-Federal Prevailing Wage Rates

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

MBE PARTICIPATION CERTIFICATION

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

Principal Officer of Bidding Company

Date

END OF DOCUMENT

NON-COLLUSIVE AFFIDAVIT

STATE OF SOUTH CAROLINA

COUNTY OF RICHLAND

_____, being first duly sworn, deposes and says:

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

Signatures of:

BIDDER, if the Bidder is an individual:

PARTNER, if the Bidder is a partnership:

OFFICER, if the Bidder is a corporation:

SUBSCRIBED AND SWORN TO BEFORE ME

This _____ day of _____, 20_____

(Notary Public)

My Commission expires: _____

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

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: _____