

REQUEST FOR PROPOSALS



GROUNDS MAINTENANCE SERVICES

RFP-2023-1-RM

PROPOSAL DUE DATE:

**September 6, 2023
2:00 PM Local Time**

SOLICITATION AT A GLANCE

Issuance Date	August 10, 2023
Agency Contact Person	Rhonda Mapp, Special Projects Coordinator
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Obtain RFP	https://www.columbiahousingsc.org/procurement-postings
OPTIONAL Pre-Submittal Conference	August 16, 2023 – 4:00 PM Columbia Housing Central Office Board Room 1917 Harden Street
Deadline to Submit Questions	August 23, 2023
Issuance of Response to Questions	August 30, 2023
DUE DATE	September 6, 2023 – 2:00 PM Local Time
Recommendation of Selection to Board of Commissioners	September 21, 2023

PART 1 – INTRODUCTION

1.1 GENERAL

The **Housing Authority of the City of Columbia, South Carolina** (Columbia Housing) will receive proposals from qualified contractors to furnish all labor, equipment, and supplies for the work known as Ground Maintenance Services located throughout Columbia and Cayce, SC.

Columbia Housing intends to award one or more contracts to the highest-rated firms based on the criteria set forth in this solicitation. The contract period will be from October 1, 2023 – September 30, 2028.

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

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

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

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

1.2 BACKGROUND

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

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

A seven-person Board of Commissioners authorized by laws of the State of South Carolina and appointed by the Mayor of Columbia is responsible for the development of housing policy and the authorization of expenditures.

1.3 REPOSITIONING PUBLIC HOUSING

Columbia Housing launched the Vision 2030 plan which will reposition all real estate in our public housing portfolio. As a result of these repositioning plans, it is anticipated that contract terms and locations under this solicitation will change and/or decrease over the life of the contracts.

1.4 AGENCY RESERVATION OF RIGHTS

Under this solicitation, Columbia Housing reserves the right to:

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

1.5 DEFINITIONS

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

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

PART 2 – SCOPE OF WORK AND TECHNICAL SPECIFICATIONS

2.1 Scope

The Contractor shall furnish all labor, material, tools, equipment, transportation, insurance, incidentals, and other facilities to perform all work for the said Landscaping and Grounds Maintenance Services for Columbia Housing. Services to be rendered include but are not limited to the following:

- a) Maintenance of grass, lawns and groundcover areas, mowing and edging
- b) Removal of litter and debris from turf, planter beds, fence lines, and street curbs
- c) Pruning of trees and shrubs
- d) Application of chemical agents for control of weeds, plant disease, and insects that are harmful to plant growth and/or pedestrians
- e) Monthly inspection and maintenance of irrigation systems by a licensed irrigator (provide evidence of such licensure)
- f) Replacement of plant material
- g) Other work as assigned by Columbia Housing

2.2 General Landscape

The Contractor shall:

- a. Furnish all labor, materials, and equipment necessary to perform the work described within the Scope of Services in strict accordance with these specifications and subject to the terms and conditions of the contract.
- b. Not post signs or advertising material anywhere on Columbia Housing premises or improvements thereon without prior written approval from the Columbia Housing authorized representative.
- c. Ensure that all employees wear the appropriate personal protective equipment (PPE) for the activity they are performing.
- d. Perform grass mowing, edging, trash & debris removal, and power blowing of lawn areas.
- d. Maintain the health and appearance of existing landscape plants, trees, shrubs, groundcovers, and lawn areas.
- e. Ensure that each facility site is free of debris, weeds, and insect infestation.
- f. Replace plants or dead ground cover that died under the Contractor's care and not due to vandalism or circumstances beyond Contractor's control.
- h. Inspect existing irrigations systems at all locations by a licensed irrigator and provide the following:
 - Maintain and repair existing irrigation systems to support functional operations and ensure plant life receives sufficient levels of watering for a healthy appearance. Report deficiencies and repairs made to Project Manager.
 - The Contractor shall be required to make up missed scheduled cycled maintenance due to foul weather conditions.

- i. Make adjustments and settings to automatic controllers on a monthly basis to maintain healthy lawn growth.
- j. Replace existing irrigation systems and equipment damaged by the Contractor, such as sprinkler heads and irrigation lines with the original brand and model at Contractor's expense.
- k. Provide an option to subcontract with a certified tree pruning and tree removal company for any major tree removal/pruning work that is outside the scope of the landscaping maintenance contract. Subcontractor must be approved, in writing, by Columbia Housing prior to work.
- l. Respond to all emergencies within 2-4 hours of notification within specified hours and days of operation.
- m. Establish and announce at the beginning of the Contract a specific day of the week each facility will be maintained.
- n. Perform all work in a professional skillful manner using quality equipment and materials.
- o. Secure any gated or doored areas that require landscaping services after services are completed.

Columbia Housing shall monitor all work performed and meet as needed with Contractor to discuss concerns, additions, and or deletions in the performance of the contract. Contractor shall maintain and have available for review all records that reasonably confirm frequency of tasks performed at each location.

Columbia Housing reserves the right to add, delete, and or change the Scope of Services of this contract and may do so by submitting written notification to Contractor. Any increase or decrease in maintenance fees shall be negotiated at that time and incorporated into the contract documentation.

All material and design of landscaping services shall be in accordance with Columbia Housing guidelines.

2.3 Damages

- a. All damages incurred to existing facilities by the Contractor's operation shall be repaired or replaced at Columbia Housing's discretion and at the Contractor's expense.
- b. All such repairs or replacements shall be completed within the following time limits:
- c. Irrigation damage shall be repaired or replaced within 1-2 watering cycles including replacement of damaged sprinkler heads, risers, drip lines, and bubblers.
- d. All damage to shrubs, trees, turf, or ground cover shall be repaired or replaced within five (5) working days.

- e. All repairs or replacements shall be completed in accordance with the following maintenance practices:
- Trees - a qualified tree surgeon or arborist shall remedy minor damage such as bark lost from the impact of mowing equipment. If damage results in loss of a tree, the damaged tree shall be removed and replaced to comply with the specific instructions of Columbia Housing.
 - Shrubs - Minor damage may be corrected by appropriate pruning. Major damage shall be corrected by removal of the damaged shrub and replacement to comply with the specific instructions of Columbia Housing.
 - Chemicals - All damage resulting from chemical application, either spray-drift or lateral leaching shall be corrected in accordance with the aforementioned maintenance practices and the soil conditioned to ensure its ability to support future plant life.

2.4 Safety Plan

- a. Contractor is to submit a written safety plan to the attention of the Columbia Housing's authorized representative or prior to commencement of work under this contract.
- b. The Contractor agrees to perform all work outlined in this Scope of Services in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work. Contractor agrees additionally to accept the sole responsibility for complying with all local, County, State, or other legal requirements including but not limited to full compliance with the terms of the applicable O.S.H.A. Safety Orders at all times so as to protect all persons, including Contractor's and Columbia Housing employees, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.
- c. It shall be the Contractor's responsibility to inspect and identify any condition(s) that renders any portion of the maintenance areas unsafe, as well as any usage practices occurring thereon. Columbia Housing shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections including but not limited to; filling holes in and correcting irregular turf areas and replacing valve box covers so as to prevent loss/damage and to protect members of the public or others from injury. Contractor shall cooperate fully with Columbia Housing in the investigation of any accidental injury or death occurring in the maintenance area. For any accident requiring medical attention, the contractor is to notify the Columbia Housing authorized representative immediately, and file a written report to Columbia Housing within three (3) working days.
- d. It shall be the Contractor's responsibility to provide safety training to their employees. Documentation of this training must be available upon request.

2.5 Maintenance Schedules

- a. Contractor and Columbia Housing shall jointly develop a maintenance schedule upon award of the contract.

2.6 Staffing / Managerial

- a. There will be no subcontractors working on Columbia Housing grounds and facilities without the express prior written consent of Columbia Housing's authorized representative.
- b. The Contractor shall provide a specific contact that will be responsible for managing and overseeing services provided in all service areas and ensuring quality control. That contact shall be responsible for all aspects of the successful implementation and management of landscaping and grounds maintenance projects including a complete and regularly scheduled program for maintaining the health and appearance of Columbia Housing's landscape, plantings, and irrigation. That contact must provide proactive recommendations to Columbia Housing for ongoing maintenance of Columbia Housing properties throughout the term of the contract.
- c. If in the opinion of Columbia Housing, a Contractor's employee is incompetent or disorderly, refuses to perform in accordance with the contract specifications, or threatens or uses abusive language while on Columbia Housing property, that employee shall be removed from all work under this contract.
- d. Columbia Housing may at any time give Contractor notice to the effect that the conduct or action of a designated employee or Contractor is, in the reasonable exercise of discretion of Columbia Housing, deemed to be detrimental to the interest of the staff and the public patronizing the premises. Following the Columbia Housing notice, the Contractor may, at Columbia Housing's discretion, take any of the following actions as listed below.
 - Immediately terminate such employee's work assignment at the premises and the Contractor shall not assign such employee to any other Columbia Housing facility contracted for and maintained.
 - The Contractor shall meet with Columbia Housing to consider the appropriate course of action with respect to such matter, and Contractor shall take reasonable measures under the circumstances to assure Columbia Housing's authorized representative that the conduct and action of Contractor's employees will not be detrimental to the interest of the staff and public patronizing the premises.
- d. The Contractor shall require each of its employees to adhere to basic public works standards of working attire. These are uniforms, proper shoes, and other gear required by State Safety Regulation, and proper wearing of clothing. Shirts shall be worn and buttoned at all times.
- e. Contractor's staff shall wear identification (uniform, logo tee shirt, etc.), allowing anyone to readily identify that individual as part of Contractor's staff.
- g. The Contractor nor any of its employees shall interfere with the public use of the premises and shall conduct its operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are being performed.

2.7 Planting, Planter Boxes, and Bed Care

- a. The Contractor shall be required to provide the plant materials, soil, soil amendments, and other necessary materials for installing plant annuals and associated plant materials. Maintenance and changing of seasonal colors are required.
- b. Any exterior plant container planters shall be serviced throughout all service areas.
- c. All diseased plants are to be removed from all beds and then properly disposed of offsite. Broken, damaged, or unsightly flowers or plants are to be removed promptly and replaced with like-kind or a variety of plant that is approved by the authorized Columbia Housing representative.
- d. Special emphasis shall be placed on public safety during all operations, particularly when adjacent to roadways and sidewalks.
- e. All trimmings and debris, etc., shall be removed by the contractor and disposed of offsite.
- f. Contractor will be required to plant bedding materials such as flowers and shrubs as needed and in accordance with Columbia Housing's requests. Pricing shall be proposed on a case-by-case basis unless the plants are under warranty.
- g. The Contractor shall conduct a major cleanup of all turf and planter bed areas and perform major trimming of all scrubs, planter beds, and ground cover plants in late winter (no later than mid-March) in preparation for the growing season. This trimming will be a benchmark for future maintenance trimmings throughout the growing season. Columbia Housing will dictate trimming heights of shrubs and distances between plant groupings during the active growing season.

2.8 Ground Cover

The Contractor shall be responsible for the maintenance of any plant that grows over an area of ground used to provide protection from erosion and drought and to improve its aesthetic appearance (by concealing bare earth).

The Contractor shall provide the following:

- Replace dead or diseased plants.
- Fertilize two (2) times per year, in February and October, based upon soil sample recommendations.
- Trim all ground cover as necessary to keep borders away from paving lawns, planted areas, and buildings.
- Trim top growth to achieve an overall even appearance. Keep free of weeds and debris.
- Maintain ground cover free of pests such as snails, slugs, etc.
- Keep fence lines groomed on both sides and all areas alongside buildings and any adjacent walls; and
- Maintain all ground cover areas clean and cleared of dead leaves each spring and as necessary if severe leaf drop occurs.

2.9 Tree, Shrub and Hedges Care

The Contractor shall have the knowledge, expertise, and responsibility to trim, remove, and plant trees and shrubs as approved by Columbia Housing. Contractor will provide the following:

- a. Tree and shrub watering and irrigation system. Maintain basins where provided around trees and shrubs. Open basins during winter rains to prevent accumulation of excess water.
- b. Trim all trees that are within 20 ft. in height and 10 inches in diameter at the base once a year, in late November, without additional compensation. The Contractor will specify the costs for trimming all trees over the aforementioned specification in the price proposal.
- c. Maintain trees:

Clearance- Maintain trees to achieve a ten (10) foot clearance for all branches overhanging walkways/fence lines and fourteen (14) foot clearance for branches overhanging beyond the curb line into the paved section of roadways. Prune trees where and as necessary to maintain access, safe vehicular and pedestrian visibility, and clearance and to prevent or eliminate hazardous situations.

 - All cuts shall be sufficiently close, flush, if possible, to the parent stem. All limbs 1-1/2" or greater in diameter shall be undercut to prevent splitting.
 - Limbs are to be lowered to the ground using a method that prevents damage to remaining limbs.
 - Climbing spurs shall not be used.
 - Contractor will provide Hazard and Security pruning as needed.
 - Remove all new growth on trees up to the appropriate height clearances.
 - Remove all dead, diseased, and unsightly branches and dead trees. Contractor, at Contractor's cost, shall remove dead/dying trees that have a caliper of eight (8) inches or less measured six (6) inches above the ground level. Larger trees and dead wooding above fourteen (14) feet will be considered specialty/unscheduled work. All specialty/unscheduled work shall be proposed on a case-by-case basis.
 - The Contractor shall remove trimmings and all cuttings and debris from the site.
 - All structural weaknesses such as split crotch or limbs, diseased or decayed limbs, or other severe damage shall be immediately reported to Columbia Housing.
 - All trees shall be trimmed prior to budding each year in accordance with directions given by the authorized Columbia Housing Project Manager for the facility.
- d. Pruning:

Prune hedges and shrubs where necessary to maintain access, safe vehicular and pedestrian visibility, and clearance, and to prevent or eliminate hazardous situations and promotion of pests and insects in all areas especially those adjacent to the Columbia Housing building perimeters.

All shrubs/trees shall be trimmed prior to budding each year in accordance with directions given by Columbia Housing. Restrict growth of hedges and shrubs to areas behind curbs and walkways and within planter beds by trimming.

 - Remove all dead and damaged branches back to the point of branching. Paint all cuts over one inch in diameter with tree wax.
 - Prune all shrubs and young trees as required by thinning and shaping as necessary for a natural appearance.

- Prune flowering shrubs after blooming once per month.
 - Trim trees to keep them from touching any building.
- e. Weeding – Every Visit:
- Keep basins and areas between plants free of weeds.
 - Use herbicides per manufacturer's recommendations.
 - Cultivate as necessary for aeration.
 - Weed ground cover areas, cracks, crevices, and all mulch beds.
 - Weed perimeter of buildings and any fence lines and structures.
- f. Fertilizing:
- Fertilize flowerings as needed.
 - Fertilize shrubs and ground cover areas. Trees shall be fertilized per standard perforation method as needed.
- g. Tree Replacement and Additions:
- With the prior approval of Columbia Housing, remove dead and damaged trees.
 - Supply and plant trees to replace or add new trees with the prior approval of Columbia Housing.
 - Remove all dead, diseased, and unsightly branches and plants. Unless instructed otherwise, remove all vines or other growth as they develop on buildings, structures, and on/along fence lines.
 - All groundcover areas shall be pruned to maintain a neat edge along planter box walls and to eliminate areas for pests and insects. Any runners that start to climb buildings, shrubs, or trees shall be pruned out of these areas.
 - Trimmings, etc. will be removed by the Contractor and disposed of offsite.

2.10 Lawn Care

Columbia Housing is specific and stresses the importance of lawn maintenance quality at all the Columbia Housing properties. Not only does good lawn maintenance affect the quality and value of the property but it also reflects on the Columbia Housing image. The appearance and the professionalism of lawn maintenance affect employees, clients, and residents by creating a first impression. The Contractor and Columbia Housing are responsible for weekly review and quality control of lawn maintenance.

- a. Mowing:
- 1) Mowing operation shall be completely performed at each site according to Maintenance Schedule (see Exhibit A).
 - 2) Walkways shall be cleaned immediately following each mowing and all cuttings and debris shall be removed from the site by the contractor and not blown into the street, planter beds, or storm drains.
 - 3) Maintain turf areas at two (2) inch level above soil level being careful not to remove more than one-third (1/3) of the turf blade at any time.
 - 4) Edge along sidewalks, walk areas, walking tracks, detention ponds, curbs, and fence lines.
 - 5) Use monofilament trimmers only for areas around light poles, fire hydrants, irrigation vacuum breakers, building foundations, and all fences.
 - 6) Remove all turf and edge clippings each time.
 - 7) For periods of cool weather, mow lawn at one and one-half (1 & 1/2) inches.
 - 8) For periods of hot weather, mow lawn at two (2) inches from the soil.
 - 9) Do not scalp the lawn or cut more than half the existing top-growth in one

- morning. Remove or catch the clippings immediately.
- 10) Care must be taken not to leave ruts or spinouts in the turf area during wet periods. Any mud tracked onto sidewalks on facility grounds must be removed and cleaned with brush and water prior to leaving the maintenance site.

b. Edging / Detailing / Weed Control:

- 1) All turf areas shall be kept neatly edged and all weed/foreign grass invasions eliminated.
- 2) When designed edges exist in flower beds, these edges shall be kept clean, sharp, well-defined, free of weeds, and grass invasion.
- 3) All turf edges including but not limited to sidewalks, patios, drives, curbs, shrub beds, flowerbeds, groundcover beds, and around the base of trees shall be edged to a neat and uniform line.
- 4) The edge of turf shall be trimmed or limited around all sprinklers (to provide maximum water coverage), valve boxes, meter boxes, back-flow devices, and other obstacles.
- 5) All grass-like type weeds, morning glory, vine-weed types, ragweed, or other underground spreading weeds shall be kept under strict control.
- 6) Remove all weeds and grass from walkways, curbs, concrete expansion joints, roadways, driveways, parking lots, outdoor sitting areas, and drainage areas.
- 7) Methods for removal of weeds, turf encroachment, and detailing of planter beds shall incorporate manual, mechanical, and/or chemical means of eradication.
- 8) Mechanical edging of turf shall be performed at each site at the same frequency as mowing.
- 9) Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen (18) inches from the trunk of trees and away from the drip line of shrubs.
- 10) Linear edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A four (4) inch barrier width shall be considered normal.
- 11) Detailing of sprinkler heads (to provide maximum water coverage), valve boxes, meter boxes, and similar small obstacles in turf areas shall be performed in a manner that ensures operational clearance.
- 12) Walkways and planter beds shall be cleaned immediately following each mechanical edging, all excessive cuttings and debris shall be removed from the site by the contractor.

c. Fertilizing:

- 1) Fertilize lawn three (3) times per year in March, June, and December. Use a fertilizer based on soil samples.
- 2) Apply Winter Rye each October per year to provide ground cover during the winter season.
- 3) Weeds include hand-pull weeding during every visit such as Johnson Grass, Nut Grass, and Poison Ivy.
- 4) Apply pre-emergent weed killer three (3) times per year in February, May, and November and implement safety precautions during applications.
- 5) With the prior approval of the Project Manager, spray only the foliage of grass to be eradicated to prevent killing healthy plant life.

- 6) Spray weeds in paving cracks two (2) times per month (every other week)
 - 7) Spray walkway sidewalks, driveways, expansion joints, and bumper stops with contact herbicide to eliminate weed growth in and around areas without damaging surrounding turf and plant materials including along fence lines and adjacent walls.
- d. Watering:
- 1) Use an irrigation system for watering where available.
 - 2) Water schedule based upon evapotranspiration conditions.
- e. Mulching:
Contractor shall install medium shredded hardwood/brown mulch twice (2) per year in the month of March and November at a minimum depth of two inches on all existing beds, at the base of trees, and other mulched areas. Mulch must be at least two inches away from the base of the tree and not mounded to the trunk.
- f. Raking / Sweeping / Blowing:
Accumulation of leaves and/or debris shall be removed from all landscaped areas including beds, planters, and turf areas under trees, and removed from the site. Under no circumstances shall leaves, grass clippings, and/or debris be blown into the street or into storm drains as a means of removal from the site.
- g. Irrigation System Repairs and Maintenance:
The Contractor is responsible for cleaning, maintaining, installing, operating, and repairing irrigation systems at Columbia Housing facilities. The Contractor shall provide a licensed irrigator to inspect all existing irrigation systems as needed and report to Columbia Housing.
- h. Insect and Disease Control:
The Contractor shall ensure all areas are inspected regularly for weeds, fungus, grubs, slugs, snails, twig borers, and insect infestation. Lawn disease applications and insect control applications shall be performed on a monthly basis for prevention and intervention purposes and with the prior approval of the Columbia Housing Project Manager. Proper chemicals approved by the Facilities Director shall be applied as soon as possible to correct the infestation.
- Note: Weed killers and other chemicals shall be applied during low foot traffic hours.*
- i. Trees:
- 1) Spray deciduous trees with dormant oil and fungicide after leaf drop and just prior to leaf break.
 - 2) Spray evergreen trees and deciduous trees in leaves and shrubs with specific insecticides and fungicides as frequently as necessary to control all forms of pests and diseases.
- j. Herbicide:
Distribute approved herbicides agreed upon by Contractor and Columbia Housing based on environmental conditions and needs.
- k. Clean Up and Waste Disposal:
- 1) The Contractor shall be responsible for disposing of all waste materials or refuse from Contractor's operations. The Contractor must have prior written approval by Columbia Housing to dispose of Contractor generated waste materials on Columbia Housing property.

- 2) Maintain sidewalks and driveways free of trash, leaves, and other debris by sweeping, hosing, and vacuuming as necessary.
- 3) Remove branches and other debris from planting areas on a weekly basis.
- 4) Clean up litter, leaves, papers, and grass clippings; remove trash, cigarette butts, and by-products of landscape maintenance in landscaped areas, courtyard areas and along the lawn areas of the perimeter walk for both sides of walkways and around buildings.
- 5) Clean mulch beds and container plants of all debris and litter. Maintain a clean and neat appearance around the mulch bed areas by removing scattered and excess mulch.

i. Chemicals:

- 1) At the contract execution, the Contractor shall provide Safety Data Sheets (SDS) of all products to be applied to Columbia Housing. At the start of each season and any time during the season, Contractor shall provide SDS sheets identifying any new chemicals that will be used and applied a minimum of three (3) days prior to planned application. All chemicals being applied must have prior written approval by Columbia Housing.
- 2) The Contractor may use herbicides, insecticides, sterilant, and animal traps in compliance with Federal, State, and local laws and regulations.
- 3) The Contractor assumes all liability either for damage or for injury or both resulting from accident or misuse of either these products, equipment, or both.
- 4) Columbia Housing retains the right to prohibit the use of any herbicide, insecticide, sterilant, poison, or animal trap that Columbia Housing deems to be undesirable for any reason.
- 5) Pesticides used in this contract shall not carry any State or Federal restrictions.
- 6) Any products that leave an undesirable residue or odor shall not be used.
- 7) If a licensed pesticide is needed, application must be by a licensed applicator.

m. Chemical Application:

Chemical application shall be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Precautionary measures shall be taken because all areas will be open for public access during application.

Proper use of selective herbicides is critical to prevent damage to bedding plants and turf during the growing season. Appropriate mulch is encouraged but must be aesthetically compatible and not physically or chemically harmful.

After a complete kill, dead weeds shall be removed from the area.

Only those individuals possessing a valid South Carolina Pest Control Applicator's license shall apply chemicals.

n. Contractor Performance:

The Contractor shall be required to perform all work under this contract in a professional, polite, respectful, and cooperative manner and minimize the noise and interruption of any ongoing Columbia Housing services.

- 1) The Contractor shall provide all employees with the same uniform clearly identifying the company and vehicles shall have the company name/logo listed.
- 2) The Contractor shall stage their work from locations on any Columbia Housing site out of the way of the mainstream users to minimize interruption of Columbia Housing activities.

o. Neglect, Vandalism, and Property Damage:

- 1) Turf or plants that are damaged or killed due to Contractor's operations, negligence, or chemicals or by any other means shall be replaced at the Contractor's expense.
- 2) Columbia Housing will repair any damaged property (that is not part of the irrigation system) caused by The Contractor's operations and Columbia Housing will bill Contractor for full cost of said repair.
- 3) Damage to or theft of landscaping installations not caused or allowed by the Contractor shall be corrected at Columbia Housing's expense upon receipt of written approval by the Project Manager.
- 4) The Contractor shall be responsible for cost of replacement of property such as broken windows caused by workers while providing services.

p. Guaranty and Replacement:

- 1) Force Majeure: In the case where any existing plants are damaged or killed beyond the reasonable control of the Contractor such as a result of hail, wind, lightning, fire, freeze, theft, vandalism, construction operations, or occupancy of building, the Contractor shall list the item and location and submit a report to the Project Manager.
- 2) Any damaged plant materials approved for removal and replacement by Columbia Housing shall be the responsibility of the Contractor from the date of installation and acceptance through the term of the contract.
- 3) At any time during the guaranty period, any dead plant shall be replaced within three (3) weeks at Columbia Housing's request.

q. Warranty of Services:

Definitions:

- 1) "Acceptance" as used in this clause, means the act of an authorized representative of Columbia Housing by which Columbia Housing assumes for itself approval of specific services, as partial or complete performance of the Contract must be in writing.
- 2) "Correction" as used in this clause, means the elimination of a defect.
- 3) Notwithstanding inspection and acceptance by Columbia Housing or any provision concerning the conclusiveness thereof, the Contractor warrants that all services performed under this Contract will, at the time of acceptance, be free from defects in workmanship and conform to the requirements of this Contract. Columbia Housing shall give written notice of any defect or nonconformance to the Contractor within a one-year period from the date of acceptance by Columbia Housing. This notice shall state either (1) that the Contractor shall correct or re-perform any defective or non-conforming services at no additional cost to Columbia Housing or (2) that Columbia Housing does not require correction or re-performance.

- 4) If the Contractor is required to correct or re-perform, it shall be at no cost to Columbia Housing and any services corrected or re-performed by the Contractor shall be subject to this clause to the same extent as work initially performed. If the Contractor fails or refuses to correct or re-perform, Columbia Housing may, by contract, otherwise correct or replace with similar services and charge to the Contractor the cost occasioned to Columbia Housing thereby or make an equitable adjustment in the Contract price.
 - 5) If Columbia Housing does not require correction or re-performance, Columbia Housing shall make an equitable adjustment in the contract price.
- r. Additions and Deletions:
Columbia Housing, by written notice to the Contractor, at any time during the term of this contract, may add or delete like or similar equipment, locations, and/or services to the list of equipment, locations, and/or services to be performed. Any such written notice shall take effect on the date stated in the notice from Columbia Housing. The Contractor will be requested to provide a monthly fee equal to their normal and customary charges or rates for the equipment, locations, and/or services requested.
- s. Estimated Quantities Not Guaranteed:
The estimated quantities specified herein are not a guarantee of actual quantities, as Columbia Housing does not guarantee any particular quantity of landscaping and ground maintenance services during the term of this contract. The quantities may vary depending upon the actual needs of the user Department. The quantities specified herein are good-faith estimates of usage during the term of this contract. Therefore, Columbia Housing shall not be liable for any contractual agreements/obligations the Contractor enters into based on all the quantities specified herein.

2.11 Additional Information

The final authority to approve or disapprove delivered products and/or services lies with Columbia Housing. In the event that products delivered do not meet specification quality level, or do not perform as specified in this proposal, the supplier will replace the items at no additional cost to Columbia Housing.

If Columbia Housing, in the exercise of its best judgment, determines the supplier's process for the delivery of services is unsafe or hazardous to life or property, Columbia Housing will suspend the process until the supplier takes corrective action. No allowance will be made for a supplier's waste, loss, breakage, damage or difficulties.

PART 3 – GENERAL DUTIES

3.1 General Requirements

Subcontractors - The selected contractors must inform Columbia Housing of any and all subcontractors who shall perform rehabilitation, general construction, inspection, or any related duties at any site location. Any subcontractor debarred as shown on the System for Award Management (SAM) or HUD's Limited Denial and Participations List (LDP) is not eligible to work on the ensuing contract.

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

- **Worker's Compensation Insurance.** An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount as applicable to the State of South Carolina Workman's Compensation laws.
- **General Liability Insurance.** An original certificate evidencing General Liability coverage, if selected must name Columbia Housing and designer as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of Columbia Housing as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses for any one person of \$5,000), with a deductible of not greater than \$1,000.
- **Automobile Insurance.** An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000/\$100,000 and medical pay of \$5,000.
- **Local Business License.** If applicable, a copy of the proposer's business license allows that entity to provide such services within the city of Columbia, SC. Contractors may submit a Local Business License after they are selected to perform work.
- **State of South Carolina License.** If applicable, a copy of the proposer's license issued by the State of South Carolina licensing authority allowing the proposer to provide the services detailed herein. Contractor to have Unlimited License Classification.

3.2 Other Applicable Provisions

Federal labor provisions listed below shall be applicable to all contracts under this solicitation. Columbia Housing utilizes a software system, Elations, to collect all data from contractors to assure compliance with these federal provisions. The selected contractors will be expected to enter all data for each project into the Elations System.

Davis-Bacon Prevailing Wage Rates - The ensuing contract shall require the successful proposer to pay the applicable Davis-Bacon wage rates for all applicable employees working on the project. Contractors are responsible for securing wage rate determinations when providing costs for each assigned project.

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

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

PART 4 – RESPONSE TO SOLICITATION

4.1 Optional Pre-submission Requirements

A pre-submission proposal conference will be held on **August 16, 2023, at 4:00 PM** Eastern Standard Time at the offices of Columbia Housing, Board Room (first floor) 1917 Harden Street, Columbia in the Board Room. Registration is not required.

4.2 Proposal Submission

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

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

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

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

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

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

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

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

Tabbed Proposal Submittal - So that Columbia Housing can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted following. Each category must be separated by a divider page that clearly labels the corresponding section. None of the proposed services may conflict with any requirement Columbia Housing has published herein or has issued or may issue by addendum.

Tab 1

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

Tab 2

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

Tab 3

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

Tab 4

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

Tab 5 Forms and Attachments

ALL EXHIBITS AS DETAILED IN PART 7 AND ATTACHED HERETO.

PART 5 – EVALUATION AND SELECTION

5.1 Evaluation Criteria

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

NO.	MAX POINT VALUE	EVALUATION FACTOR
1	25	<p align="center">TECHNICAL CAPABILITIES</p> <p>The proposer demonstrates the capacity to perform the work and provide the necessary equipment within the requisite time frames.</p>
2	25	<p align="center">CAPACITY AND EXPERIENCE</p> <p>The proposer has extensive experience in performing similar work including meeting costs, schedules, and performance requirements of contract work substantially similar to that required by this solicitation, as verified by background and reference checks.</p>

3	25	W/M/DBE – SECTION 3 Full points will be awarded to W/M/DBE General Contractor or Section 3 Business Concerns. 5 Points will be awarded to firms that demonstrate through the submitted W/M/DBE/Section 3 Plans that they will meet the 30% requirement.
4	25	PRICING The pricing for the services to be provided is within the competitive range for the scope of work required.
	100	TOTAL POINTS

5.2 Evaluation and Selection

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

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

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

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

PART 6 GENERAL CONDITIONS

6.1 Conflict of Interest

The respondents warrant that to the best of their knowledge and belief, and except as otherwise disclosed, it does not have any organizational conflict of interest. Conflict of interest is defined as a situation in which the nature of work under this solicitation and the firm’s organizational, financial, contractual, or other interests are such that:

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

The respondents agree that if, after award, he, she, or it discovers an organizational conflict of interest with respect to this solicitation, he, she, or it shall make an immediate and full disclosure in writing to Columbia Housing that shall include a description of the action, which the respondents have taken or intends to take to eliminate or neutralize the conflict. Columbia Housing may, however, disqualify the respondents or, if a contract has been entered into with the respondents, terminate said contract at its sole discretion.

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

The provisions of Section 6.1 shall be included in all subcontracts or other agreements wherein the work to be performed is similar to the service provided by the respondents. The respondents shall include in such subcontracts and other such agreements any necessary provisions to eliminate or neutralize conflicts of interest.

No member of or delegate to the U.S. Congress or Resident Commissioner or Resident Advisor to the Board of Commissioners shall be allowed to share in any part of the contract awarded under this solicitation or to any benefit that may arise. This provision shall be construed to extend to any contract made with the successful respondents.

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

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

6.2 Cost of Proposal

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

6.3 Awards

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

6.4 Proposal Notification

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

6.5 Government Restrictions

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

6.6 Nonconformance to Conditions/Specifications/Scope of Services

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

6.7 Assignment or Transfer

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

6.8 Availability of Records

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

6.9 Patents, Licenses, and Royalties

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

6.10 Permits and Licenses

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

6.11 Taxes

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

6.12 Advertising

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

6.13 Insurance

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

- (1) Worker's Compensation Employer's Liability in the amount of \$500,000 for each accident, \$500,000 for each disease, and \$500,000 for each disease/each employee.
- (2) Automobile Liability Insurance (covering all owned, hired, and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Georgia No-Fault Insurance Law) in an amount not less than \$5,000,000 per occurrence and \$5,000,000 aggregate.
- (3) Errors and Omissions Insurance in the amount of \$2million.
- (4) Professional Liability Insurance in the amount of \$1 million.
- (5) General Liability Insurance in the amount of \$5,000,000 per occurrence and \$5,000,000 aggregate.

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

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

6.14 Proof of Liability Insurance

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

6.15 Standards of Conduct

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

6.16 Removal of Employees

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

6.16.1 Neglect of Duty.

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

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

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

6.17 Supervision

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

6.18 Performance Evaluation Meetings

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

6.19 Disputes

- a. **Issues Causing Protest.** Any respondents who dispute the reasonableness, necessity, or competitiveness of the terms and conditions of this solicitation or who have been adversely affected by a decision concerning a notice of intended or actual award may file a written notice of protest with Columbia Housing's Chief Executive Officer.
- b. **Filing the Protest.** The respondents must first advise Columbia Housing's SVP of Development in writing within 10 days after receipt of the bid solicitation or intended or actual notice of award of his intent to file a formal written notice.
- c. **Content of Formal Written Notice.** The formal written notice should be printed, typewritten or otherwise duplicated in legible form. The formal written notice of protest should contain the information that follows:
 1. The name and address of the respondent filing the protest and an explanation of how his substantial interests have been affected by the bid solicitation or by Columbia Housing's notice of intended or actual award.
 2. A statement of how and when the respondents filing the protest received notice of the bid solicitation or notice of intended or actual award.
 3. A statement of all issues of disputed material fact. If there are none, the protest must so indicate.
 4. A concise statement of the ultimate facts alleged, as well as Columbia
 5. Housing policies, which entitle the Respondents filing the protest to relief.
 6. A demand for relief the Respondents deems they are entitled.
 7. Any other information, which the Respondents contend, is material.
- d. **Response to Protest.** Upon receipt of a timely filed Notice of Protest and meeting the above requirements, the solicitation process or award process will be stopped until the protest is resolved. The Columbia Housing Chief Executive Officer may set forth in writing particular facts and circumstances which require the continuance of the solicitation process on an emergency without the above-mentioned delay in order to avoid material increased costs or immediate or serious danger to health, safety, or welfare.

This written documentation will specifically detail the facts underlying the Chief Executive Officer's decision and will constitute final agency action.

- e. **Informal Resolution.** Upon receipt of the formal written notice of protest or intent to protest, the SVP of Development will attempt to resolve the protest on an informal basis. The SVP of Development will have ten days after receipt of the formal written protest to resolve it through mutual agreement. If the protest is not resolved by mutual agreement within the required time, the formal written protest will be referred to the CEO.
- f. **Resolution.** The CEO may request such information pertaining to the matter as he/she deems appropriate. Within thirty days of the date that the formal written protest is referred to him/her, the CEO will notify the Respondent making the protest of his/her decision.

6.20 Federal, State, and Local Reporting Compliance

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

6.21 Nondiscrimination

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

6.22 Section 3 Clause

Every applicant, recipient, contracting party, contractor, and subcontractor shall incorporate or cause to be incorporated a "Section 3 Clause" in all contracts for work in connection with a Section 3 covered development. All proposals must also include a Compliance Plan to include the submittal of reports applicable to Section 3 requirements.

6.23 PROJECT PERSONNEL

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

6.24 Payment

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

6.25 Notices

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

6.26 Cancellation

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

6.27 Laws

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

6.28 Contract Documents

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

6.29 Travel

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

6.30 Contract Award

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

PART 7 EXHIBITS AND FORMS

It is the responsibility of each proposer to verify that he/she has downloaded and submitted the following attachments pertaining to this RFP:

- Exhibit A – Qualifications Questionnaire
- Exhibit B – Listing of locations and pricing sheets.
- HUD Form 5369 – Instructions to Bidders
- HUD Form 5369A – Representations and Certifications of Bidders
- Non-Collusive Affidavit
- Piggyback Clause

REQUEST FOR PROPOSALS

GROUND MAINTENANCE SERVICES

EXHIBITS AND FORMS

Exhibit A – Qualifications Questionnaire

Exhibit B – Listing of Locations and Pricing Sheets

HUD Form 5369 – Instructions to Bidders

HUD Form 5369A – Representations and Certifications of Bidders

Non-Collusive Affidavit

Piggyback Clause

CONTRACTOR QUALIFICATION QUESTIONNAIRE

GENERAL INFORMATION

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

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

The Contractor shall certify, by attaching his signature, that all information contained herein is complete and all statements and answers are accurate and true. Providing misinformation, incomplete information, inaccurate information, or failure to certify the information will subject the bidder to disqualification.

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

ORGANIZATION

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

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

INSURANCE

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

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

COMPANY PERFORMANCE

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

Number of years in business under current firm.					
List any other names under which your firm previously operated.					
Name					
Name					
Number of years under this name.					
Have you ever paid liquidated damages on any project		YES		NO	
If yes, please list the project name, location, years and reason.					
Name		Location		Year	
Reason					
Has your company files any claims on any previous services in the last five years.		YES		NO	
If yes, please list the project name, location, years and reason.					
Name		Location		Year	
Reason					
Has your present company, its officers, owners, or agents ever been convicted of charges relating to conflicts of interest, bribery, or bid rigging?		YES		NO	
If yes, state the entity name(s), year(s), and the reason.					
Name		Location		Year	
Reason					

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

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

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

REFERENCES

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

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

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

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

CERTIFICATION

I HERBY CERTIFY that as a duly authorized representative of the company identified above, the information provided is to the best of my knowledge accurate and that failure to provide accurate information will result in disqualification of my bid.

Dated this _____ day of _____, 20__

Company Name: _____

Name of Representative: _____ Title: _____

Signature: _____ Date: _____

NOTARY CERTIFICATION

State) _____

County) _____

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

Signature of Notary

SEAL

My Commission Expires _____

**COLUMBIA HOUSING PROPERTY LOCATIONS
LAWN CARE SERVICES - LOCATIONS AND PRICING SHEET**

LARGE APARTMENT COMPLEXES		
PROPERTY NAME	LOCATION (Columbia unless noted)	PRICE PER SERVICE
Arrington Manor	2225 College Street	
Dorrah Randall	1038 Oakland Avenue	
	(Include Dorrah Street and Randall Avenue)	
Lewis Scott Court	105 - 454 Lewis Scott Court, Eastover	
	117 Henry Street, Eastover	
Hammond Village	921 Marlboro Street	
Latimer Manor	100 Lorick Circle	
Oak Read Highrise	2211 Read Street	
Reserves at Farway	1914 - 2113 Faraway Drive	
English Meadows	5610 Farrow Road	
	Include 2 Units on Willease Street	
Windsor Pointe I & II	234 Windsor Pointe Road	
	434 Berkshire Drive	

SMALL APARTMENT COMPLEXES		
PROPERTY NAME	LOCATION	PRICE PER SERVICE
Archie Drive	101-115 Flora Way	
	116-126 Archie Drive	
Arsenal Hill	701 - 709 Richland Street	
Atlas Rd. / Fountain Lake	401 - 426 Fountain Lake Court	
Celia Saxon Lower	2006 Harden Street	
	2101 - 2113 Read Street	
	2201 - 2211 Elmwood Avenue	
Celia Saxon Upper	2103 - 2106 Sligh Street	
	2104 - 2106 Georgia Elam Lane	
	2104 - 2109 Ithica Street	
Congaree Vista	1818 - 1822 Pulaski	
	514 - 610 Richland Street	
	600 Blanding Street	
Congaree Vista 2	1003 - 1013 Old Satchelford Road	
Elderly Cottages	2011 - 2025 Oak Street	
	2212 - 2220 Elmwood Avenue	
Fair Street	4403 - 4435 Fair Street	
Fontaine Place	301 - 326 Fontaine Place	
Greenfield Road	215 Greenfield Road	
Overbrook/Thornwell	3834 - 3836 Overbrook Drive	
	3906 Thornwell Court	
Pine Forrest	1060 Sparkleberry Lane	
Pinewood Terrace	6632 Satchelford Road	
	6639 Satchelford Road	
St. Andrew Terrace	1610 St. Andrews Terrace	
The Corners	1003 - 1013 Old Satchelford Road	
Waverly	2210 Waverly Street	
Wheeler Hill	1520 Rice Street	
Yorktown	1 - 6 Yorktown Court	

**COLUMBIA HOUSING PROPERTY LOCATIONS
LAWN CARE SERVICES - LOCATIONS AND PRICING SHEET**

DUPLEXES & QUADS		
PROPERTY NAME	LOCATION (Columbia unless noted)	PRICE PER SERVICE
Rosewood Hills	108 - 176 Rosewood Hills Drive	
	418 - 462 South Pickens	
	433 South Gregg Street	
	530 - 561 South Bull Street	
	540 - 640 Superior Street	
Rosewood Hills Seniors	105 Rosewood Hills Drive	
Village at Rivers Edge	4004 - 4034 Pearl Street	
	4164 - 4339 McQueen Street	
	500 - 593 Aspinwall Road	
	605 - 699 Rawl Street	

**COLUMBIA HOUSING PROPERTY LOCATIONS
LAWN CARE SERVICES - LOCATIONS AND PRICING SHEET**

NOTE: CH owns a total of 273 single family homes. The vendor will only be responsible to provide service to vacant units. Below is a list of current vacant units as of the date of this solicitation. Columbia Housing will provide an update on vacant units monthly.

CH is requesting a flat fixed price for a single family home. You should average the size and services for each house to determine the fixed price.

PRICE PER HOUSE PER SERVICE \$

CURRENT VACANT UNITS	
1706 Ardmore Road	1704 Woodford Rd
312 Glen Knoll Drive	1726 Nearview Ave
34 Glen Knoll Place	1765 Haviland Circle
1000 Blue Ridge Terrace	193 Stanford Street
101 Hickory Forest St	2004 Haverford Cr
1010 Birchwood Dr	208 Raintree Lane, Hopkins, SC 29061
1013 Birchwood Dr	2106 Hertford Drive
1017 Birchwood Drive	2118 Porter Drive
1020 Slashpine Lane	2120 Cunningham Road
104 Lambeth Drive	2121 Gayley St
109 Crane Creek Dr	2136 Leesburg Road
1100 Slashpine Lane	225 Saddletrail Rd
1101 Palisades Cr, Columbia	226 Shagbark Ave
1105 Sandpiper Dr	230 Sunnydale Dr
1109 Roselle Dr	2326 East Boundary Rd
1110 Faraway Dr	2353 Coco Road
1117 Furwood Cr	240 Kingnut Dr
112 Lincoln Parkway	2409 Blue Ridge Terrace
112 Rancho Drive	251 Sunnydale Dr
113 Leaside Cr	26 Forest Grove Ct
1132 Columbia College Dr	26 Thistle Court, Irmo, SC 29063
116 Rancho Drive	2610 Flamingo Rd
117 Durham Creek Ct	2634 Palmland Drive
120 Roost Rd, Hopkins, SC	2717 Trull St
124 Aster Street	2848 Blondell Circle
13 Heather Court, Irmo, SC 29063	2927 Eastway Drive
133 Oakley Dr	3007 Eastway Drive
136 Greentree Drive	3015 Lang Rd
137 Foxglove Circle, Irmo, SC 29063	304 Lincolnshire North Dr
140 Crane Creek Dr	305 Beaver Dale Rd
1520 Hollingshed Rd, Irmo, SC 29063	309 Todd Branch Dr
1605 Wynnewood Rd	309 Watts Lane, Blythewood, SC 29016
1646 South Beltline Boulevard	313 Lincolnshire Square

CURRENT VACANT UNITS

321 Greenlake Dr, Hopkins, SC 29061	417 Stanford St
325 Charwood Dr	4206 Leeds St
341 Charwood Dr	4221 Camino Ct
341 Ovanta Rd	4312 Crestlite Dr
341 Quail Hills Dr, Hopkins, SC 29061	432 Sawtimber Ln
345 Gatlin Drive, Hopkins, SC 29061	4328 Camino Court
3513 Lee Hills Drive	4332 Charter Ct
3701 Woodbury Dr	4344 Candlelite Dr
3720 Lochmore Drive	4349 La Clair Street
38 Forest Trail Ct	4519 Alconbury Ct
3812 Lee Hills Drive	452 Hickory Ridge Dr
3830 Heyward Street	509 So. Highland Forest
4009 Tavineer Dr	601 Meadow Lake Drive
401 Bridal Trail	657 Bitternut
404 Saddlefield Rd	6604 Frost Ave
4052 Candlelite Dr	6704 Frost Ave
409 Bridle Trail	7037 Frandall Ave
4104 Shorecrest Dr	8308 Old Percival Rd
4145 Shorecrest Dr	913 Aaron Dr
	925 Canelake Dr

**COLUMBIA HOUSING PROPERTY LOCATIONS
LAWN CARE SERVICES - LOCATIONS AND PRICING SHEET**

VACANT BUILDINGS & LOTS		
PROPERTY NAME	LOCATION (Columbia unless noted)	PRICE PER SERVICE
Beltline	1707 South Beltline Blvd.	
Columbia Apartments	2131 - 2151 Sligh Avenue	
Springwood	1721 - 1744 Springwood Drive	
	219 Windsor Point Road	
Vacant Parcel	2109 Barhamville	
Vacant Parcel	Corner of Walker Solomon Way & Chestnut	
Vacant Parcel	209 Acie Avenue	
Vacant Parcel	3503 Piedmont Avenue	
Vacant Parcel	1821 Oceola Street & next to it	
Vacant Parcel	2246 Kenny Court	
Vacant Parcel	2521 Pendleton Street	

**COLUMBIA HOUSING PROPERTY LOCATIONS
LAWN CARE SERVICES - LOCATIONS AND PRICING SHEET**

CAYCE	
LOCATION	PRICE PER SERVICE
1202 Lucas Street	
1204 Lucas Street	
2217 Lee Street	
2219 Lee Street	
2228 Lee Street	
1415 Poplar Street	
1417 Poplar Street	
1419 Poplar Street	
1421 Poplar Street	
1423 Poplar Street	
1425 Poplar Street	
1427 Poplar Street	
1429 Poplar Street	
1431 Poplar Street	
1433 Poplar Street	
1435 Poplar Street	
1437 Poplar Street	
1901 Wilkinson Street	
1905 Wilkinson Street	
1907 Wilkinson Street	
1909 Wilkinson Street	
2001 Byron Street	
2003 Byron Street	
2005 Byron Street	
2007 Byron Street	
2002 Toole Street	
2004 Toole Street	
2006 Toole Street	
208 Spencer Place	
210 Spencer Place	
212 Spencer Place	
214 Spencer Place	
216 Spencer Place	
218 Spencer Place	
220 Spencer Place	
222 Spencer Place	
224 Spencer Place	
226 Spencer Place	
1827 Lorick Street	
1829 Lorick Street	
539 Riverside Lane	

**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 —

Rhonda Mapp, Special Projects Coordinator
rmapp@columbiahousing.org

[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, except 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.

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

**Representations, Certifications,
and Other Statements of Bidders**
Public and Indian Housing Programs

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

_____ [insert full name of person(s) in the bidder's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder's organization];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(1) [] has, [] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

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

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

(a) [] is, [] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [] is, [] is not a women-owned business enterprise. "Women-owned business enterprise," as used in this provision, means a business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [] is, [] is not a minority business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals. For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|------------------------|------------------------------|
| [] Black Americans | [] Asian Pacific Americans |
| [] Hispanic Americans | [] Asian Indian Americans |
| [] Native Americans | [] Hasidic Jewish Americans |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means 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.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means 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.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

- (1) Obtain identical certifications from the proposed subcontractors;
- (2) Retain the certifications in its files; and
- (3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

NON-COLLUSIVE AFFIDAVIT

STATE OF SOUTH CAROLINA COUNTY

OF RICHLAND

_____, being first duly sworn, deposes and says:

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

Signatures of:

BIDDER, if the Bidder is an individual:

PARTNER, if the Bidder is a partnership:

OFFICER, if the Bidder is a corporation:

SUBSCRIBED AND SWORN TO BEFORE ME

This _____ day of _____, 20_____

(Notary Public)

My Commission expires: _____

PIGGYBACK CLAUSE FORM

Piggybacking is when an existing contract is used by another governmental agency to acquire the same commodities or services at the same or lower price from another public entity contract.

Columbia Housing shall permit Piggybacking on all contracts resulting from a formal solicitation including a Competitive Bid; a Request for Proposals and/or a Request for Qualifications under the following provisions.

For the term of the contract period resulting from this solicitation and any mutually agreed upon extensions pursuant to this request for goods and/or services, at the option of the vendor, other Public Housing Authorities, any public corporation or agency, including any town, city, county, or state agency, may purchase or contract for the same goods and/or services identified upon the same terms and conditions or such terms and conditions as may be negotiated with the vendor pursuant to the applicable joint, permissive and interstate cooperative procurement statutes of the location in which such public corporation or agency is located.

Acceptance or rejection of this clause will not affect the outcome of this solicitation.

_____ (Initial) Vendor hereby grants the Piggyback option for this solicitation.

_____ (Initial) Vendor does not grant the Piggyback option for this solicitation.

Vendor: _____

Name of Authorized Representative: _____

Signature: _____ Date: _____