



THE HOUSING AUTHORITY

of the City of Columbia, South Carolina
1917 HARDEN STREET * COLUMBIA, S.C. 29204-1015
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SECTION 8 PROJECT-BASED VOUCHER RFP

Advertisement – Request for Proposals

REQUEST FOR PROPOSAL (RFP)

The Columbia Housing Authority (CHA) will be accepting proposals for up to 50 Project-Based Voucher (PBV) one and two elderly bedroom units until 2:00 p.m. April 16, 2019. The PBV program provides for CHA to enter into contracts with owners and make rental assistance payments on behalf of eligible tenants; the rental subsidy is attached to the unit(s). Eligible participants for this program will be selected from the Section 8 waiting list and referred to the landlord for approval. Proposals are being accepted for newly constructed one and two elderly bedroom units. Proposals will be reviewed and ranked according to the criteria detailed in the RFP packet. CHA reserves the right to reject any or all proposals or waive any informality or technicality in any proposal deemed to be in the interest of the CHA.

Copies of the proposal can be obtained at the Procurement Office, 1917 Harden Street, Columbia, SC 29204, or on our website at www.chasc.org. The contact person is Cindy Godbey at 803-254-3886 ext. 234 or cgodbey@chasc.org. All proposals must be submitted to the Procurement Office by April 16, 2019 at 2:00 p.m. CHA reserves the right to disqualify any proposals not received prior to the deadline date.

Gilbert Walker
Executive Director

**The Housing Authority of the City of
Columbia, SC**

Request for Proposals

For

**New Construction
Project Based Vouchers - 2019**

INTRODUCTION

The Columbia Housing Authority (CHA) Project-Based Voucher (PBV) Program is soliciting proposals from property owners and/or developers who wish to participate in the Project-Based Voucher Program (PBV). CHA encourages property owners to make rental housing available to lower income families at rents within Section 8 Fair Market Rents. As such, the CHA will be accepting applications from property owners and developers for the PBV Program.

Under the PBV program, CHA enters into a housing assistance payments contract with the owner for specified rental units, up to 10 years, with annual renewal terms, subject to funding availability. Assistance or subsidy is provided while eligible families occupy the rental housing units and the units continue to meet program standards throughout the term of the contract. CHA will refer qualified families for the Project-Based Voucher Program to the project owner. CHA subsidy standards determine the appropriate unit size for the family size and composition.

CHA is accepting proposals for PBV assistance newly constructed housing. Preference will be given to proposals containing one and two elderly bedroom units. New Construction properties are units proposed for construction. Construction activities must not occur prior to HUD approval of all construction and project specifications

RFP PACKET DISCUSSION

The packet contains proposal requirements and the ranking selection criteria that CHA will use to make its selection. Owners/developers are encouraged to read the entire packet before filling out the application. Owners should also be aware of the following:

- Any proposal selected by CHA for award will be conditioned upon the owner/developer having all units being available for housing within 12 months of award.

REQUIREMENTS

All proposals must meet the following threshold requirements:

- The unit must be located in the Northwest area Columbia (Richland County)
- Consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities (24 CFR 983.57);
- In full compliance with the applicable laws regarding non-discrimination and accessibility requirements (24 CFR 983.57);
- Meet CHA Housing Quality Standards (HQS) site standards (24 CFR 983.57);
- Must meet HUD regulations for site and neighborhood standards (24 CFR 983.57);
- Must meet HUD environmental regulations and may be subject to review under the National Environmental Policy Act by local authorities (24 CFR 983.58);

- Property must be eligible housing (24 CFR 983.53 and 983.54);
- Property owner/developer must provide acceptable evidence of site control
- Evidence that the proposed New Construction is permitted by current zoning ordinances or regulations or evidence to indicate that the needed re-zoning is likely and will not delay the project.
- Capable of meeting all applicable terms and conditions stated in the AHAP (HUD 52531A) contract, HAP (HUD 52530A) contract, and other Federal requirements defined or referenced in (24 CFR II 983); and
- Capable of meeting all program requirements related to the Project-Based Voucher Program.

Housing units currently receiving Housing Assistance Payments under the CHA'S Section 8 Housing Choice Voucher Program are ineligible from consideration.

- CHA may elect to establish additional requirements for quality, architecture, or design of PBV housing, over and above the HQS. The owner and the owner's contractors and subcontractors must comply with all applicable State and Federal labor relations laws and regulations, Federal equal employment opportunity requirements and any newly implemented regulations by HUD.
- CHA will enter into a Housing Assistance Payments (HAP) contract with the owner for the units selected and approved for PBV assistance, but only after program requirements are met. CHA will make housing assistance payments to the owner in accordance with the HAP contract for those contract units leased and occupied by eligible families during the HAP contract term.
- CHA has no responsibility or liability to the owner or any other person for the family's behavior or suitability for tenancy. The owner is responsible for screening and selection of the family referred by the CHA to occupy the unit based on their tenancy histories.
- During the course of the tenant's lease, the owner may not terminate the lease without good cause. "Good cause" does not include a business or economic reason or desire to use the unit for an individual, family, or non-residential rental purpose. Upon expiration of the lease, the owner may: renew the lease; refuse to renew the lease for good cause, or refuse to renew the lease without good cause.

The amount of the rent to owner is determined in accordance with HUD regulations. Except for certain tax credit units, the owner must not exceed the lowest of:

- An amount determined by the CHA, not to exceed 110 percent of the applicable fair market rent (FMR) for the unit bedroom size minus any utility allowance;
- The reasonable rent; or
- The rent requested by the owner.

Current local Fair Market Rents for determining rents are:

FY 2019 FMR's by Unit Bedrooms				
Efficiency	One-BR	Two-BR	Three-BR	Four-BR
\$671	\$838	\$959743	\$1255	\$1571

In no event will the rent exceed CHA's payment standard less utility allowances.

Proposal Submission Requirements

All proposals must be submitted to the CHA Procurement Department located at 1917 Harden St. Columbia, SC 29204. Proposals will be accepted until April 16, 2019 at 2:00 p.m. The CHA reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the CHA to be in its best interests. The CHA reserves the right to 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. The CHA shall have no obligation to compensate any applicant for any costs incurred in responding to this RFP. If OFFEROR is submitting more than one response to the RFP each package must be differentiated by clearly annotating a 1, 2 etc in addition to the 2019 Project-based Voucher RFP.

CHA reserves the right to disqualify Proposals that are not sent directly to the CHA Procurement Department. Proposals that are not received prior to the deadline date will be disqualified. Emailed or faxed proposals will not be accepted.

Submissions may be withdrawn from consideration at anytime prior to public notification of awards by submitting a letter to CHA requesting the proposal be withdrawn, signed by an authorized individual.

One original proposal and three additional copies shall be included in the submission. Proposals shall be submitted in a sealed package clearly labeled "2019 Project-based Voucher RFP"

Proposals should be submitted in the defined order as stated in this RFP, each section divided and clearly identified.

PROPOSAL CONTENT

To be considered complete, proposals MUST contain **ALL** of the following information. Applications shall be submitted in the following order with each section separated by tabs clearly identifying each section:

1. Owner information including name, address, telephone number. If applicant is different than the owner, explain the relationship.
2. Include the identity of the Owner and if applicable; Developer, Architect, and Management Agent, officers and principal members, shareholders, investors and

other parties with substantial interest. Disclose any possible conflict of interest of any of the parties (possible or apparent conflicts shall be stated at this time). Applicant is to provide statement.

Disclosure of Identity of Interest – Disclose and describe any identity of interest between the members of the development team, property owner, seller of the property on which the project will be developed, and all other parties that have a financial and/or other business related interest in the project. Application is to provide statement.

Federal rules and regulations expressly prohibit certain individuals from having an interest, either direct or indirect, in a HAP Agreement of Contract. These restrictions involved present and past employees and Commissioners of the CHA, as well as, certain local and elected officials. Are there any individuals mentioned in who might be so prohibited? If so, describe. Applicant is to provide statement,

Completed “Affidavit of Non-Collusion”. Form is included in the RFP packet.

3. Include prior HUD program participation; complete the attached HUD Form 2530. CHA may determine to review a proposal without proof of the appropriate HUD Form 2530, if the proposer submits a written justification of the circumstances that prevent the current form from being included along with proof of a recent HUD Form 2530 submission for a similar project. Form is provided in the RFP packet, but the applicant may submit their own copy.

Certification that the owner and other project principles are not on the U.S. General Services Administration list of parties excluded from Federal procurement and non-procurement programs. Applicant is to provide proof.

4. Proposals must provide the following information:
 - a. The maximum number of Project Based Vouchers being requested
 - b. The minimum number of Project Based Vouchers the owner will accept.
 - c. A description of the proposed project including:
 - a description of the housing to be provided
 - the location by census tract and address;
 - total number of units by bedroom size;.
 - sketches of proposed new construction, unit plans, listing of amenities and services, estimated date of completion
 - d. A description of the proximity of community facilities and resources for families living in the community, such as grocery stores, libraries, medical service, educational opportunities, potential employments opportunities, etc., and the modes of transportation available.

e. Amenities – listing of amenities and services near the site, handicapped accessibility features.

5. Relocation: Current occupancy status. Information concerning any necessary relocation of occupants and a certification from the owner and/or relocation agency stating that any relocation will be done in accordance with the Uniform Relocation Act. If relocation is necessary describe relocation needs (number of tenants, length of time, etc.) and the resources available. The owner must pay relocation costs including any moving expenses and costs associated with increases in monthly rent. Note: This RFP is not intended to provide vouchers for permanently or temporarily displaced residents resulting from any proposed occupied rehabilitation.

The applicant/owner must certify that he/she has not required any tenant to move without cause during the previous twelve months; that he/she will comply with all relocation requirements of the proposal and will compensate, as required, any temporarily relocated tenants for the costs of such relocation; and, that the information and exhibits contained in this application are true and complete. Applicant is to provide a statement.

6. Proposed Contract Rents for each unit type, including list of utilities, services, and equipment that will be included in the rent and those which will not be included.

UNIT SIZE	RENT	ADD. SERVICE	INCLUDED Y/N

For those utilities not included in the rent, an estimated monthly cost for each unit type for the first year of occupancy:

UTILITIES	PAID BY OWNER	PAID BY TENANT
Heat		
Cooking Fuel		
Hot Water Heater		
Other Electric		
Air Condition		
Water		
Sewer		
Refrigerator		
Range		
Trash Collection		

7. Project Readiness. (Proposal Ranking and Selection Criteria #2)

8. Project site (Proposal Ranking and Selection Criteria #3)

9. Location and proof of poverty rate in the census tract where the proposed project is located. If applicable, proof the project meets HUD's goal of deconcentrating poverty and expanding housing and economic opportunities. (Proposal Ranking and Selection Criteria #4)
10. Submit the qualifications and experience of the principle participants – owner / developer/property Management Company. Include the names of any government housing programs with which you have experience. (Proposal Ranking and Selection Criteria #5)
11. Proof of site control. (Proposal Ranking and Selection Criteria # 6)
12. Proof of current zoning status and site plan. (Proposal Ranking and Selection Criteria #7)

The following are required for New Construction or Rehabilitation projects only.

13. Evidence of existing and planned financing or lender interest (e.g. any current mortgages on the property, total monthly payment, annual property taxes, and property insurance premiums). Describe plans for financing the rehabilitation/construction (own funds, loans, grants, etc.) If possible, specify the amounts to be borrowed and the applicable interest rates and terms. If available, attach copies of any commitment letters from financing sources.

Disclosure of all other governmental assistance to be utilized within the proposed project; Assurance property will be constructed with assistance other than under the U.S. Housing Act of 1937 in accordance with II 983.9. (Proposal Ranking and Selection Criteria #8)

14. For rehabilitation, the description must describe the property as is and also describe the proposed rehabilitation including major system and/or common elements to be repaired or replaced and the estimated cost of each improvement, anticipated improvements to individual units and the estimated cost of each improvement, and total estimated cost for improvements to common systems and individual units. (Proposal Ranking and Selection Criteria #9)

NOTE *1 – If a section of the proposal requirements does not apply to the application, notate the section requirement as NOT APPLICABLE, do not omit.

PROPOSAL RANKING AND SELECTION CRITERIA

GENERAL POLICY – Proposals that meet initial requirements will be evaluated and ranked by Review Committee. A list will be prepared according to the points awarded to each proposal. Vouchers will be awarded to the highest-ranking proposal. The CHA may, at its discretion, disqualify any proposal for not meeting the intent of this RFP, or select none of the proposals submitted. Proposals must state the minimum number of vouchers that will be accepted per project. CHA may determine it is in its best interests to award more than one contract from this selection or none at all.

Tied scores shall be selected based on availability of Vouchers. If the overall number of units requested by the tied project exceeds the number of available Vouchers, the developers have the option of receiving less than the requested number.

Is the proposal/application complete and in compliance with the intent and requirements outlined in the RFP?

Yes ____ No ____ (proposal is rejected)

1. **Project Readiness**

The proposal must submit a program schedule indicating when project units will be ready for occupancy:

- A. **25 points:** Newly constructed or substantially rehabilitated units that will be ready for occupancy within 12 months of signing the Agreement to Enter into a Housing Assistance Payments (HAP) Contract (form HUD5231 A and B)
- B. **15 points:** Newly constructed or substantially rehabilitated units that will be ready for occupancy after 12 months but before 16 months of signing the Agreement to Enter into a Housing Assistance Payments (AHAP) contract (form HUD-5231 A and B).
- C. **0 points:** Newly constructed or substantially rehabilitated units that will not be ready for occupancy after 16 months of signing the Agreement to Enter into a Housing Assistance Payments (AHAP) contract (form HUD-5231 A and 52531B).

2. **Project Site**

- A. **20 points:** If not a project for the elderly or disabled, site is within two miles of places of significant employment, offering a range of jobs for lower income workers, and a significant health facility. (Maximum Points Available-20)
- B. **10 points:** Same as above but distance is more than two miles but less than five miles. (Maximum Points Available-10)
- C. **0 points:** There is no access to public transportation.

3. **Poverty Rate**

The applicant must provide the poverty rate of the census tract in which the project will be located. Exceptions may be waived from HUD

- A. **15 points:** The project is located in a census tract with poverty rate of 20 percent or less.
- B. **0 points:** the project is not located in a census tract with a poverty rate of 20 percent or less.

Please note that if a project is in a census tract with a higher poverty rate than 20 percent according to the most recent census data, the proposal is required to explain how the project site is consistent with the goal of deconcentrating poverty and expanding housing and economic opportunities. Please reference 24 CFR Section 983.57(b).

5. **EXPERIENCE OF THE OWNER/DEVELOPER**

The proposal must describe the experience of the owner/developer in the management/development of affordable housing.

- A. **10 points:** The owner/developer has experience in the management or development of affordable rental housing.
- B. **5 points:** The owner/developer has experience in the management/development of affordable housing/or in owning other types of rental housing.
- C. **0 points:** None of the above applies.

Scoring Criteria #6 - #8 apply only to proposals for new construction and rehabilitation

6. **Site Control**

- A. **10 points:** Owner/developer has deed to site
- B. **5 points:** Owner/developer has purchase contract or option on site.
- C. **Proposal Rejected:** Owner/developer does not have site control or purchase option.

7. **Zoning**

- A. **10 points:** The application contains evidence of zoning ordinance compliance and final site plan approval.
- B. **5 points:** The application indicated a preliminary or concept site plan approval is in place.
- C. **Proposal Rejected:** The project does not comply with local zoning ordinances and there is no evidence of any type of concept, preliminary or final site plan approval is in place.

8. **Financing**

- A. **10 points:** The proposal contains a firm commitment on all financing.

- B. **5 points:** The proposal contains a financing commitment, contingent upon the receipt of Section 8 PBV.
- C. **2 points:** The proposal contains partial financing commitments.
- D. **0 points:** The proposal contains no financing commitments.

9. OVERALL SCORING

Proposals will be ranked based on the total points scored as a percentage of the total possible points. Only proposals receiving 70% or higher of the available points will be considered for award. Vouchers will be awarded to the highest ranked proposal. CHA may determine the number of vouchers for award to a proposal based on the number of outstanding vouchers a Developer/Owner may have in other projects.

The total possible points for existing housing proposals are 65 (Criteria #1 - #5). The minimum score is 46.

The total possible points for rehabilitation projects are 95 (Criteria #1 - #8). The minimum score is 67.

The total possible points for new construction projects are 95 (Criteria #1 - #8). The minimum score is 67.

Project Type – Existing Housing	/	Rehabilitation	/	New Construction
Points Received _____		Percentage Score		

APPLICATION REVIEW COMMITTEE

The CHA PBV Selection Committee will review, evaluate, rank and select the proposal according to the selection criteria defined in this RFP.

POST AWARD REQUIREMENTS

Before executing an Agreement with a selected owner, the owner must submit information sufficient for CHA to:

- a. Establish rents in accordance with Section 983.12.
- b. Meet other requirements as defined in 24 CFR 983, newly implemented HUD regulations, and conditions defined in the AHAP contract.

For new construction units, the owner must submit the design architect’s certification that the proposed new construction reflected in the working drawings and specifications comply with CHA’s Housing Quality Standards, local codes and ordinances, and zoning requirements.

Evidence of compliance with local permits and zoning requirements; Documentation that the rents being proposed are reasonable and comparable to rents being charged for similar housing, with similar amenities in the same areas as the proposed project.

Administrative Information

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

1. Scope

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

2. Discussions/Negotiations

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

3. Offeror Responsibility

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

4. Proposal Constitutes Offer

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

5. Preparation of Proposal

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

6. Multiple Proposals

OFFERORS may submit more than one proposal for this RFP. If the OFFEROR decides to submit more than one proposal they must be labeled -1,-2, etc.

7. Specifications Mandatory

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

8. Questions

Every effort has been made to insure that all information needed by the OFFEROR is included herein. If an OFFEROR finds that he cannot complete a proposal without additional information, he may submit written questions to the person designated herein on or before the deadline set forth herein. No questions will be

accepted by CHA after this date. All replies to questions will be in writing. When a question received by CHA is found to be already sufficiently answered in the RFP, that question will be returned to the OFFEROR with a reference to the part of the RFP containing the answer.

9. Amendments

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

10. Presentations

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

11. Partial Acceptance

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

12. Confidential Information

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

13. Receipt of Proposals: Timeliness

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

14. Number of copies of Proposals to be submitted

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

15. Proposals Signed

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

16. Public Opening

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

17. Award

Award will be made to the responsive and responsible OFFEROR whose proposal is determined by the CHA Board of Commissioners to be the most advantageous to the CHA, taking into consideration price and the evaluation factors set forth in the RFP. No other factors or criteria may be used in evaluation and there must be adherence to any weights specified for each factor in the RFP. However, the right is reserved to reject any and all proposals received and in all cases, the CHA will be the sole judge as to whether an OFFEROR’S proposal has or has not satisfactorily met the requirements of this RFP as governed by the Federal Regulations and the CHA Procurement Policy.

18. Governing Law

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

the performance thereof, including any questions as to the liability of taxes, licenses or fees levied by the state.

19. Affirmative Action

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

20. Insurance

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

21. Contractual

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

22. Indemnification

The CHA, its officers, agents, and employees will be held harmless from liability from any claims, damages, and actions of any nature (including costs of reasonable attorney fees) arising from the use of any materials furnished by the Contractor, provided that such liability is not attributable to negligence on the part of the user to use the materials in the manner outlined by the Contractor in descriptive literature or specifications submitted with the contractor's proposal.

23. Warranty

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

24. Licenses, Permits, and Compliance

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

25. Termination

Non-Appropriation of Funds:

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

Default of Contractor:

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

to proceed with the work is terminated. This liability excludes any increased costs incurred by the CHA in completing the work.

The Housing Authority of the City of Columbia, SC

FORM OF NON-COLLUSIVE AFFIDAVIT

AFFIDAVIT

(Prime Bidder)

State of (_____).

County of (_____)

being first duly sworn deposes and says:

That he is _____
(A partner or officer of the firm, etc.)

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

Signature of:

Bidder, if the bidder is an individual

Partner, if the bidder is a partnership

Officer, if the bidder is a corporation

Subscribed and sworn to before me

This _____ day of _____ 2012.

KEY EVENT DATES

Project: New Construction Project Based Vouchers 2019

1. Issue of Request for Proposal April 2, 2019

2. Deadline for receipt of written questions concerning this RFP (Mark envelope "Questions, RFP: New Construction Project Based Vouchers 2019) must be received by the close of business. April 9, 2019

3. Deadline for receipt of one original and 3 copies of formal proposal document to Cindy Godbey, Director of Procurement, Columbia Housing Authority, at 1917 Harden Street, Columbia, SC 29204. April 16, 2019