

**THE HOUSING AUTHORITY OF
THE CITY OF COLUMBIA, SOUTH CAROLINA**

BOARD APPROVED: FEBRUARY 18, 2010

EFFECTIVE: IMMEDIATELY

PROCUREMENT POLICY

Established for the Housing Authority of the City of Columbia, South Carolina (CHA), by the Board of Commissioners action on November 20, 2003. This Procurement Policy complies with the procurement standards of 24 CFR 85.36 and 24 CFR 941.

1.0 GENERAL PROVISIONS

1.1 PURPOSE

The purpose of this Procurement Policy is to provide a procurement system of quality and integrity, to assure that the Authority procures supplies, services and construction effectively, efficiently and at the most favorable prices, and to assure that Authority procurement actions are in full compliance with applicable Federal standards and HUD regulations.

1.2 APPLICATION

This Procurement Policy applies to all contracts for the procurement of supplies, services, and construction entered into by the Authority after the effective date of this Policy. It shall apply to every expenditure of Federal funds by the Authority for public procurement, irrespective of the source of funds, including contracts that do not involve an obligation of funds (such as concession contracts). Nothing in this Policy, however, shall prevent the Authority from complying with the terms and conditions of any grant, contract, gift or bequest that is otherwise consistent with law. The term "procurement", as used in this Policy includes both contracts and modifications (including change orders) for construction or services, as well as purchase, lease, or rental of supplies and equipment.

1.3 PUBLIC ACCESS TO PROCUREMENT INFORMATION

Procurement information shall be a matter of public record to the extent provided by State law and shall be available to the public as provided by that law.

1.4 EXECUTIVE DIRECTOR

Contracting Officer shall administer all procurement transactions. The Contracting Officer shall be the Executive Director or any other individual so designated by the Executive Director. Any delegations of contracting authority must be documented in writing. The Contracting Officer shall ensure that the following occur:

- a) Procurement requirements are subject to a planning process to assure efficient and economical purchasing;

- b) Contracts and modifications are in writing and should clearly specify the desired supplies, services, or construction; are supported by sufficient documentation regarding the history of the procurement, including as a minimum the method of procurement chosen, the selection of the contract type, the rationale for selecting or rejecting offers, and the basis for the contract price; and that contracts and modifications are awarded only by Authority employees designated in writing as having such authority;
- c) For procurements other than small purchases, public notice is given of each upcoming procurement. An adequate time period is provided for preparation and submission of bids or proposals and notice of contract awards is made available to the public;
- d) Solicitation procedures are conducted in full compliance with Federal standards stated in 24 CFR 85.36;
- e) An independent cost estimate is prepared before solicitation is issued and is appropriately safeguarded for each procurement above the small purchase limitation, and a cost or price analysis is conducted of the responses received for all procurements;
- f) Contract award is made to the responsive and responsible bidder offering the lowest price. If the solicitation is a proposal the contract award is made to the offeror whose proposal offers the greatest value to the Authority, considering price, technical, specifications and other factors as specified in the solicitation (for contracts awarded based on competitive proposals); unsuccessful firms are notified in a timely manner after contract award;
- g) Work is inspected before payment, and payment is made for contract work performed and accepted; and
- h) The Authority complies with applicable HUD review requirements.

1.5 CONTRACTOR INTEGRITY

Procurements shall be conducted only with responsible contractors (i.e., those who have the technical and financial competence to perform and who have a satisfactory record of integrity). The Authority shall review each proposed contractor's ability to perform the contract successfully, considering factors such as the contractor's integrity (including a review of the List of Parties Excluded from Federal Procurement and Non-procurement Programs published by the U.S. General Services Administration), compliance with public policy, record of past performance (including contacting previous clients of the contractor, such as other Housing Authorities), and financial and technical resources. Contracts shall not be awarded to debarred, suspended, or ineligible contractors.

1.6 QUALIFIED BIDDER'S LIST

Interested businesses shall be given an opportunity to be included on a qualified bidder's lists. Any pre-qualified lists of persons, firms, or products, which are used in the procurement of

supplies and services, shall be kept current and shall include enough qualified sources to ensure competition. Firms shall not be precluded from qualifying during the solicitation period. Solicitation mailing lists of potential contractors shall include, but not be limited to, such pre-qualified suppliers.

1.7 COMPETITIVE SPECIFICATIONS

The Authority shall seek full and open competition in all of its procurement transactions. All specifications shall be drafted so as to promote overall economy for the purpose intended and to encourage competition in satisfying the Authority's needs. Specifications shall be reviewed prior to solicitation to ensure that they are not unduly restrictive or represent unnecessary or duplicate items. Functional or performance specifications are preferred. Detailed product specifications shall be avoided whenever possible. Consideration shall be given to consolidating or breaking out procurements to obtain a more economical purchase. For equipment purchases, a lease versus purchase analysis should be performed to determine the most economical form of procurement.

1.8 LIMITATIONS ON COMPETITION

The following specification limitations shall be avoided; geographic restrictions not mandated or encouraged by applicable Federal law (except for architect-engineer contracts, which may include geographic location as a selection factor if adequate competition is available); unnecessary bonding or experience requirements, brand name specifications (unless a written determination is made that only the identified item will satisfy the Authority's needs); and brand name or equal specifications (unless they list the minimum essential characteristics and standards to which the item must conform to satisfy its intended use). Nothing in this procurement policy shall preempt any State licensing laws.

1.9 COOPERATIVE PURCHASING

The Authority may enter into State and local intergovernmental agreements to purchase or use common goods and services. The decision to use an intergovernmental agreement or conduct a direct procurement shall be based on economy and efficiency. If used, the intergovernmental agreement shall stipulate who is authorized to purchase on behalf of the participating parties and shall specify inspection, acceptance, termination, payment, and other relevant terms and conditions. The Authority shall use Federal or State excess and surplus property instead of purchasing new equipment and property whenever such use is feasible and reduces project costs.

2.0 PROCUREMENT METHODS

2.1 SMALL PURCHASE PROCEDURES

The Authority will directly purchase required items using one of the following procurement methods listed below, based on nature and anticipated dollar value of the total requirement. Board approval is not required for small purchases.

a) General - Any contract not exceeding \$75,000 may be made in accordance with the small purchase procedures authorized in this section. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section (except as may be reasonably necessary to comply with Section 5.0 of this Policy).

b) Petty Cash Purchases - Small purchases less than \$100 which can be satisfied by local sources may be processed through the use of a petty cash account. The Contracting Officer shall ensure that the account is established in an amount sufficient to cover small purchases made during a reasonable period, security is maintained, and only authorized individuals have access to the account. The account shall be periodically reconciled and replenished by submission of a voucher to the Authority's Deputy Director for Finance and periodically audited by the Deputy Director for Finance or designee to validate proper use and to verify that the account total equals cash on hand plus the total of accumulated vouchers.

c) Small purchases of \$5,000 or less - For small purchases of \$5,000 or less, only one quotation need be solicited if the price received is considered reasonable. Such purchases must be distributed equitably among qualified sources. If practicable, a quotation shall be solicited from other than the previous source before placing a repeat order.

d) Small purchases from \$5,001 to \$25,000 - For small purchases over \$5,000 but under \$25,001, no less than three offerors shall be solicited to submit price quotations. These quotes may be obtained orally, by telephone, or in writing.

e) Small purchases from \$25,001 to \$75,000 - For small purchases over \$25,000 but under \$75,000, no less than three offerors shall be solicited to submit price quotations. These quotes must be obtained in writing and submitted by an authorized agent of the contractor. Award shall be made to the offeror providing the lowest acceptable quotation, unless justified in writing based on price and other specified factors, such as for architect-engineer contracts.

2.2 SEALED BIDDING

a) Conditions for Use - Contracts shall be awarded based on competitive sealed bidding if the following conditions are present: a complete, adequate, and realistic specification or purchase description is available; two or more responsible bidders are willing and able to compete effectively for the work; the procurement lends itself to a firm fixed price contract; and the selection of the successful bidder can be made principally on the basis of price. Sealed bidding is the preferred method for construction procurement. Sealed bidding shall be used for all modernization construction and equipment contracts exceeding the small purchase limitation. For professional service contracts, sealed bidding should not be used. All procurement over \$75,000 will be solicited by placing an advertisement in the South Carolina Business Opportunities and/or one local newspaper of general circulation and submitted to the Board of Commissioners for approval prior to award of the contract.

b) Solicitation and Receipt of Bids - An invitation for bids shall be issued including specifications and all contractual terms and conditions applicable to the procurement, including a

statement that award will be made to the lowest responsive and responsible bidder whose bid meets the requirements of the invitation for bids. However, the Authority reserves the right to reject any or all bids and to waive technicalities. The invitation for bids shall state the time and place for both the receipt of bids and the public bid opening. All bids received shall be time-stamped but not opened and shall be stored in a secure place until bid opening. A bidder may withdraw its bid at any time prior to bid opening.

c) Bid Opening and Award - Bids shall be opened publicly, recorded and after award is made, bids shall be available for public inspection. If equal low bids are received from responsible bidders, award shall be made by drawing lots or similar random method, unless otherwise stated in the invitation for bids. If only one responsive bid is received from a responsible bidder, award shall not be made unless a cost or price analysis verifies the reasonableness of the price.

d) Mistakes in Bids - Correction or withdrawal of inadvertently erroneous bids may be permitted, where appropriate, before bid opening by written or telegraphic notice received in the office designated in the invitation for bids prior to the time set for bid opening. A low bidder alleging a nonjudgmental mistake may be permitted to withdraw its bid if the mistake is clearly evident of the face of the bid document but the intended bid is unclear or the bidder submits convincing evidence that a mistake was made.

e) All decisions to allow correction or withdrawal of bid mistakes shall be supported by written documentation signed by the Contracting Officer. After bid opening, no changes in bid prices or other provisions of bids prejudicial to the interest of the Authority or fair competition shall be permitted.

f) Bonds - In addition to the other requirements of this Policy, the following requirements apply: For construction contracts exceeding \$100,000 contractors shall be required to submit the following:

- (1) a bid guarantee from each bidder equivalent to 5% of the bid price; and
- (2) a performance and payment bond for 100% of the contract price .

2.3 COMPETITIVE PROPOSALS

a) Conditions for Use - Competitive proposals (including turnkey proposals for development may be used if there is an adequate method of evaluating technical proposals and where the Authority determines that conditions are not appropriate for the use of sealed bids. An adequate number of qualified sources shall be solicited.

b) Solicitation - The request for proposals (RFP) shall clearly identify the relative importance of price and other evaluation factors and subfactors, including the weight given to each technical factor and subfactor. A mechanism for fairly and thoroughly evaluating the technical and price proposals shall be established before the solicitation is issued. Proposals shall be handled so as to prevent disclosure of the number of offerors, identity of the offerors,

and the contents of their proposals. The proposals shall be evaluated only on the criteria stated in the request for proposals.

c) Negotiations - Unless there is no need for negotiations with any of the offerors, negotiations shall be conducted with offerors who submit proposals determined to have a reasonable chance of being selected for award, based on evaluation against the technical and price factors as specified in the RFP. Such offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiation and revision of proposals. The purpose of negotiations shall be to seek clarification with regard to and advise offerors of the deficiencies in both the technical and price aspects of their proposals so as to assure full understanding of and conformance to the solicitation requirements. No offeror shall be provided information about any other offeror's proposal, and no offeror shall be assisted in bringing its proposal up to the level of any other proposal. Offerors shall not be directed to reduce their proposed prices to a specific amount in order to be considered for award. A common deadline shall be established for receipt of proposal revisions based on negotiations.

d) Award - After evaluation of proposal revisions, if any, the contract shall be awarded to the responsible firm whose qualifications, price and other factors considered are the most advantageous to the Authority. However, the Authority reserves the right to reject any or all proposals and to waive technicalities.

e) Architect/Engineer Services – Architect/Engineer services in the excess of the small purchase limitation may be obtained by either the competitive proposals method or qualifications-based selection procedures. Sealed bidding, however, shall not be used to obtain Architect/Engineer services. Under qualifications-based selection procedures, competitors' qualifications are evaluated and the most qualified competitor is selected, subject to the negotiation of fair and reasonable compensation. Price is not used as a selection factor under this method. Qualifications-based selection procedures shall not be used to purchase other types of services even though Architect/Engineer firms are potential sources.

f) Partner/Developer – Partner/Developer services in excess of the small purchase limitation may be obtained by either the competitive proposals method or qualifications-based selection procedures. Under qualifications-based selection procedures, competitors' qualifications are evaluated and the most qualified competitor is selected, subject to the negotiation of fair and reasonable compensation. Price is not used as a selection factor under this method. Qualifications-based selection procedures shall not be used to purchase other types of services even though Partner/Developer firms are potential sources

2.4 NONCOMPETITIVE PROPOSALS

a. Conditions for Use – Procurements shall be conducted competitively to the maximum extent possible. Procurement by noncompetitive proposals may be used only when the award of a contract is not feasible using small purchase procedures, sealed bids, or competitive proposals, and one of the following applies:

1. The item is available only from a single source, based on a good faith review of available sources;
 2. An emergency exists that seriously threatens the public health, welfare, or safety; endangers property, or would otherwise cause serious injury to the Authority, as may arise by reason of a flood, earthquake, epidemic, riot, equipment failure, or similar event. In such cases, there must be an immediate and serious need for supplies, services, or construction such that the need cannot be met through any other procurement methods, and the emergency procurement shall be limited to those supplies, services, or construction necessary to meet the emergency;
 3. HUD authorizes the use of noncompetitive proposals; or
 4. After solicitation of a number of sources, competition is determined inadequate.
- b. Justification - Each procurement based on noncompetitive proposals shall be supported by a written justification for using such procedures.
- c. Price Reasonableness - The reasonableness of the price for all procurements based on noncompetitive proposals shall be determined by performing a cost analysis, as described in section 2.5 below.

2.5 COST AND PRICE ANALYSIS

- a) General - Some form of cost or price analysis shall be performed for all procurement actions, including contract modifications. The method of analysis shall be determined as follows. The degree of analysis shall depend on the facts surrounding each procurement.
- b) Submission of Cost or Pricing Information - If the procurement is based on noncompetitive proposals, or when only one offer is received, or for other procurements as deemed necessary by the Authority (e.g., when contracting for professional, consulting, or architect/engineer services) the offeror shall be required to submit:
1. A cost breakdown showing projected costs and profit;
 2. Commercial pricing and sales information, sufficient to enable the Authority to verify the reasonableness of the proposed price as a catalog or market price of a commercial product sold in substantial quantities to the general public; or
 3. Documentation showing that the offered price is set by law or regulations.
- c) Cost Analysis - Cost analysis shall be performed if an offeror/contractor is required to submit a cost breakdown as part of its proposal. When a cost breakdown is submitted, a cost analysis shall be performed of the individual cost elements, the Authority shall have a right to audit the contractor's books and records pertinent to such costs, and the profit shall be analyzed separately. Costs shall be allowable only to the extent that they are consistent with applicable Federal cost principles (for commercial firms, Subpart 31.2 of the Federal Acquisition Regulation, 48 CFR Chapter 1). In establishing profit, the Authority shall consider factors such as the complexity and risk of the work involved, the contractor's investment and productivity,

the amount of subcontracting, the quality of past performance, and industry profit rates in the area for similar work.

d) Price Analysis - For competitive procurements in which cost or pricing information is not required of contractors, the Authority shall perform a comparison of prices received in relation to the independent cost estimate, to ensure that the price being paid is reasonable.

2.6 CANCELLATION OF SOLICITATIONS

An invitation for bids, request for proposals, or other solicitation may be canceled before offers are due if the Authority no longer requires the supplies, services or construction; the Authority can no longer reasonably expect to fund the procurement; proposed amendments to the solicitation would be of such magnitude that a new solicitation would be desirable; or similar reasons. The reasons for cancellation shall be documented in the procurement file and the reasons for cancellation and/or rejection shall be provided upon request to any offeror solicited.

3.0 TYPES OF CONTRACTS, CLAUSES, AND CONTRACT ADMINISTRATION

3.1 CONTRACT TYPES

Any type of contract which is appropriate to the procurement and which will promote the best interests of the Authority may be used, provided that the cost plus a percentage of cost and percentage of construction cost methods are prohibited. All procurements shall include the clauses and provisions necessary to define the rights and responsibilities of the parties. A cost reimbursement contract shall not be used unless it is likely to be less costly or it is impracticable to satisfy the Authority's needs otherwise; the proposed contractor's accounting system is adequate to allocate costs in accordance with applicable cost principles; and the contractor is paid only allowable costs. A time and material contract may be used only if a written determination is made that no other contract type is suitable, and the contract includes a ceiling price that the contractor exceeds at its own risk.

3.2 OPTIONS

Options for additional quantities or performance periods may be included in contracts, provided that the option is contained in the solicitation; the option is a unilateral right of the Authority; the contract states a limit on the additional quantities and the overall term of the contract; the options are evaluated as part of the initial competition; the contract states the period within which the options may be exercised; the options may be exercised only at the price specified in or reasonably determinable from the contract; and the options may be exercised only if determined to be more advantageous to the Authority than conducting a new procurement.

3.3 CONTRACT CLAUSES

In addition to containing a clause identifying the contract type, all contracts shall include any clauses required by Federal statutes, executive orders, and their implementing regulations, as provided in 24 CFR 85.36, such as the following:

- a) Termination for convenience
- b) Termination for default

- c) Equal Employment Opportunity
- d) Anti-Kickback Act
- e) Davis-Bacon Act
- f) Contract Work Hours and Safety Standards Act
- g) Reporting requirements
- h) Patent rights
- i) Rights in data
- j) Examination of records by Comptroller General, and retention of records or three years after closeout.
- k) Clean air and water
- l) Energy efficiency standards
- m) Bid protests and contract claims
- n) Value engineering
- o) Payment of funds to influence certain Federal transactions.

3.4 CONTRACT ADMINISTRATION

A contract administration system designed to ensure that contractors perform in accordance with their contracts shall be maintained. The system shall include procedures for inspection of supplies, services, or construction, as well as monitoring contractor performance, status reporting on construction contracts, and similar matters.

4.0 CONTRACTOR RESPONSIBILITY

4.1 GENERAL

Delivery of quality workmanship and services by contractors is a critical Columbia Housing Authority responsibility. It is the Columbia Housing Authority's responsibility to carefully assess contractor responsibility before awarding contracts and during the duration of the contract.

The Columbia Housing Authority shall make awards only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed contract. Consideration shall be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. Contracts shall not be awarded to any contractor whose previous business and/or performance indicate that it was not responsible. If the Columbia Housing Authority is familiar with the contractor and considers it to be responsible, then no formal analysis is required. However, if the Columbia Housing Authority is uncertain as to the contractor's present responsibility, a further review may be warranted to include an onsite survey and contacts with the contractor's clients, if necessary.

4.2 CONTRACTOR'S ABILITY TO PERFORM

The award of a contract to an offeror shall not be made solely on the basis of the lowest evaluated price without considering the firm's ability to perform the required work. Some of the specific factors to consider include (1) whether the contractor performed satisfactorily on other Columbia Housing Authority contracts, (2) is the contractor suspended or debarred from Federal

contracts, and (3) have other Housing Authorities had satisfactory performance from this contractor.

Award without considering the contractor's capacity to perform may result in contractor default, late deliveries, or other unsatisfactory performance, with the result that the Columbia Housing Authority incurs additional procurement or administrative costs, and acceptable supplies or services may not be furnished within the time required. Such awards are also unfair to other offerors who are capable of satisfactory performance, and tend to discourage them from submitting bids or proposals on future procurements. In order to have reliable data on contractors, the Columbia Housing Authority will keep records of and inquire about each contractor's performance on Columbia Housing Authority or other Housing Authority projects to determine if the contractor's performance was acceptable and future work should be awarded to such contractor. The record should include but should not be limited to data on timeliness of delivery/completion, quality of work, compliance with the terms and conditions of contract including wage rate requirements, affirmative action program, etc.

4.3 NON-RESPONSIBLE CONTRACTORS

A determination of non-responsibility shall be made by the Contracting Officer (the Executive Director or his designee) if, after a thorough pre-award survey, the information obtained does not support a finding that the prospective contractor is responsible.

Any determination of non-responsibility shall be included in the official contract file. Bidders or offerors who are found to be non-responsible shall be informed of the reasons for such finding.

4.4 LIQUIDATED DAMAGES

During the duration of a contract, it may be the determination of the Columbia Housing Authority to assess liquidated damages from the contractor if the contractor has failed to meet the established deadline for completion of the contract. The Director of Procurement and Contracts will recommend to the Contracting Officer that liquidated damages will be assessed based on the signed contract. The contractor will have an opportunity to refute the recommendation. The final decision will be made by the Contracting Officer.

4.5 SUSPENSION AND DEBARMENT

The Columbia Housing Authority shall not make award to any contractor or individual who has been suspended or debarred and whose name appears on the GSA List. Each procurement file should indicate that the List was checked and its date.

a) DEBARMENT

Debarment by HUD is an exclusion from participation in all Federal programs (including Housing Authority procurements) for a reasonable, specified period of time commensurate with the seriousness of a violation of or failure to perform on other contracts. Such action is taken pending the elimination of the circumstances for which debarment was imposed. Debarment may be imposed for violation of contract clauses, including equal employment opportunity

provisions, acceptance of contingent fees, or other serious contract violations. The Secretary of Labor may, independently of HUD, debar a contractor based on violations of the labor standards.

b) SUSPENSION

Suspension means a disqualification from all HUD-related programs for a temporary period of time because of adequate evidence that the contractor engaged in criminal, fraudulent, or seriously improper conduct. A contractor is suspended pending investigation and appropriate action by HUD. All suspensions are for a temporary period pending the completion of an investigation and such legal proceedings as may ensue. The Columbia Housing Authority will not enter into any contract with a suspended contractor.

c) SUBCONTRACTORS

The contractor is responsible for determining that potential subcontractors are not on the Lists of Parties Excluded from Federal Procurement or Non-procurement Programs.

d) HUD AND COLUMBIA HOUSING AUTHORITY ROLES

The Columbia Housing Authority will make recommendations to HUD regarding suspensions and debarments and provide evidence involving serious complaints, non-responsibility, and other violations and failures to the HUD Field Office for review. The Field Office, if it finds the evidence adequate, substantial, or persuasive, will forward the matter for the appropriate action by HUD Headquarters. The HUD Field Office may also, in such cases, take Limited Denial of Participation action.

4.6 LIMITED DENIAL OF PARTICIPATION (LDP)

a) HUD REGULATIONS

LDP is an administrative sanction which involves denial or participation in HUD programs of a contractor on a temporary basis. It may be invoked by a HUD Regional Administrator, Field Office Manager, or Director of an Office of Indian Programs. An LDP may be imposed for reasons such as irregularities in a contractor's past performance, failure to honor contractual obligations, deficiencies in ongoing construction projects, false certifications or false statements, or any cause for debarment prescribed in 24 CFR 24.305. These restrictions are narrower in scope and effect than suspension and debarment. As with suspension and debarment, the Columbia Housing Authority is responsible for referring cases to the HUD Field Office for review and possible action.

b) EFFECT ON CONTRACTOR

When LDP is issued, the subject becomes ineligible for participation in HUD programs (multifamily, Indian or public housing) in which the violation occurred. LDPs are effective within the program under which the cause arose. A LDP applies only in the geographic jurisdiction of the office imposing it. Such orders remain in effect until the causes are eliminated and the action is withdrawn, or until the life of the sanction has run out (up to 12 months). Before proceeding with any of the above actions, the Field Office and its counsel will consult with the housing authority. Action to exclude or disqualify contractors from participation in HUD-related programs must be based upon all available relevant facts. These actions must be used for the purpose of protecting the public and not for punitive purposes. To assure the public

of benefits from the competition of interested contractors, these measures will not be instituted for any time longer than deemed necessary, and shall preclude awards only for the duration of the period of LDP, debarment, or suspension.

Potential contractors should not be prohibited from qualifying during the solicitation period. By adhering to this principle, the Columbia Housing Authority will help ensure that competition is not unnecessarily restricted by the use of qualification requirements.

5.0 APPEALS AND REMEDIES

5.1 GENERAL

It is the Authority's policy to resolve all contractual issues informally at the Authority level, without litigation. Disputes shall not be referred to HUD until all administrative remedies have been exhausted at the Authority level. When appropriate, the Authority may consider the use of informal discussions between the parties by individuals who did not participate substantially in the matter in dispute to help resolve the differences. HUD will only review protests in cases of violations of Federal law or regulations and failure of the Authority to review a complaint or protest.

5.2 BID PROTESTS

Any actual or prospective contractor may protest the solicitation or award of a contract for serious violations of the principles of this Policy. Any protest against a solicitation must be received before the due date for receipt of bids or proposals, and any protest against the award of a contract must be received within ten (10) calendar days after contract award, or the protest will not be considered. All bid protests shall be in writing and submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented.

5.3 CONTRACT CLAIMS

All claims by a contractor relating to performance of a contract shall be submitted in writing to the Contracting Officer, or designee, for a written decision. The contractor may request a conference on the claim. The Contracting Officer's decision shall inform the contractor of its appeal rights to the Executive Director.

6.0 ASSISTANCE TO SMALL AND OTHER BUSINESSES

6.1 REQUIRED EFFORTS

Consistent with Presidential Executive Orders 11625, 12138, 12432, and Section 3 of the HUD Act of 1968, the Authority shall make efforts to ensure that small and minority-owned businesses, women's business enterprises, and individuals or firms located in or owned in

substantial part by persons residing in the area of an Authority development are used when possible. Such efforts shall include, but shall not be limited to the following:

- a) Including such firms, when qualified, on solicitation mailing lists;
- b) Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
- e) Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce;
- f) Including in contracts a clause requiring contractors, to the greatest extent feasible, to provide opportunities for training and employment for lower income residents of the development area and to award to subcontracts for work in connection with the project to business concerns which are located in, or owned in substantial part by persons residing in the area of the development, as described in 24 CFR 135 and
- g) Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed in A through F above.

6.2 DEFINITIONS

A small business is defined as a business that is independently owned, not dominant in its field of operation, and not an affiliate or subsidiary of a business dominant in its field of operation. The size standards in 13 CFR 121 shall be used, unless the Authority determines that their use is inappropriate.

A minority-owned business is defined as a business which is at least 51% owned by one or more minority group members and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to Black Americans, Hispanic Americans, Native Americans, Asian Pacific Americans and Asian Indian Americans, and Hasidic Jewish Americans.

A women's business enterprise is defined as a business that is at least 51% owned by a woman or women who are U.S. citizens and who also control or operate the business.

A business concern located in the area of the development is defined as an individual or firm located within the relevant Section 3 covered development area, defined for this Authority as Richland County, as determined pursuant to 24 CFR 135.15; listed on HUD's registry of eligible business concerns; and meeting the definition of small business above. A business concern owned in substantial part by persons residing in the area of the development is defined as a business concern which is 51% or more owned by persons considered by the U.S. Small Business Administration to be socially or economically disadvantaged, listed on HUD's registry of eligible business concerns, and meeting the definition of small business above.

7.0 ETHICS IN PUBLIC CONTRACTING

7.1 GENERAL

The Authority shall adhere to the following code of conduct and shall establish a system of sanctions for violations consistent with applicable State or local law.

7.2 CONFLICT OF INTEREST

No employee, officer or agent of this Authority shall participate directly or indirectly in the selection or in the award or administration of any contract if a conflict, real or apparent, would be involved. Such conflict would arise when a financial or other interest in a firm selected for award is held by:

- a) An employee, officer or agent involved in making the award;
- b) His/her relative (including father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister);
- c) His/her partner; or,
- d) An organization which employs, is negotiating to employ, or has an arrangement concerning prospective employment of any of the above.

7.3 GRATUITIES, KICKBACKS, AND USE OF CONFIDENTIAL INFORMATION

Authority officers, employees or agents shall not solicit or accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subcontracts and shall not knowingly use confidential information for actual or anticipated personal gain.

7.4 DISCIPLINARY ACTION FOR VIOLATIONS OF SECTIONS 7.2 AND 7.3

When there are violations to Sections 6.2 and 6.3, the response by the Agency to those violations will be in accordance with disciplinary action as outlined in the Columbia Housing Authority Personnel Policy or in accordance with the By-Laws of the Authority.

7.5 PROHIBITION AGAINST CONTINGENCY FEES

Contractors shall not retain a person to solicit or secure an authority contract for a commission, percentage, brokerage, or contingent fee, except for bona fide employees or bona fide established commercial selling agencies.

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 - 5.2 Bid Protests
 - 5.3 Contract Claims
- 6.0 Assistance to Small and Other Businesses
 - 6.1 Required Efforts
 - 6.2 Definitions
- 7.0 Ethics in Public Contracting
 - 7.1 General
 - 7.2 Conflict of Interest
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 - 7.4 Disciplinary Action for Violations of Sections 7.2 and 7.3
 - 7.5 Prohibition against Contingency Fees