



**Contractors for Housing Rehabilitation Projects  
Request for Qualifications # 2024-015**

<b>Tentative Schedule</b>	<b>Date</b>
Advertise Request for Qualifications	9/1/2024
Deadline for Submittal of Non-Confidential and Confidential Questions	9/20/2024
Deadline for Submittal of Qualifications	9/30/2024
Project Timeline	January 2, 2025-May 1, 2025

**Santee Lynches Regional Council of Governments  
3219 Broad Street  
Sumter SC 29154  
(803) 774-1311**



**A. NOTICE**

Notice is hereby given that the Santee Lynchés Regional Council of Governments “SLCOG” is seeking sealed qualifications for:

**RFQ # 2024-015  
Pool of General Contractors for Housing Rehabilitation Projects  
Scattered Site – Kershaw County**

Solicitations may be obtained from Shekia Harvin, HOME Coordinator, Government Services, Santee-Lynchés Regional Council of Governments. Mrs. Harvin may be reached at [sharvin@slcog.org](mailto:sharvin@slcog.org).

Please submit questions in writing only, to [sharvin@slcog.org](mailto:sharvin@slcog.org) by 4:00pm, Friday, September 20, 2024.

**Qualifications will be accepted until 3:00 p.m., Monday, September 30, 2024.** Qualifications must be submitted in person, via courier, or by mail.

**i. PURPOSE**

SLCOG is issuing RFQ # 2024 -015 “Pool of General Contractors for Housing Rehabilitation Projects”. Any vendor (including vendors currently under contract with the SLCOG) that wishes to be considered for this solicitation must submit a response to this solicitation.

**ii. BACKGROUND**

Sumter County receives funds from the U.S. Department of Housing and Urban Development (HUD) through the Home Investment Partnerships (HOME) Program and Santee Lynchés Council of Governments (SLCOG act as the Grant Administrator for the Housing Rehabilitation Program, which is funded through the HOME Program, and provides essential housing repairs/rehabilitation up to \$200,000.00 per eligible household. As the grant administrator, SLCOG will utilize general Contractors that will perform housing repairs/rehabilitation in accordance with all codes, standards, zoning regulations, and specifications, subject to a clear final inspection by SLRCOG’s contracted building inspector.

**iii. MINIMUM PROPOSALS/BIDS REQUIRED**

This RFQ is intended to identify a pool of general Contractors for the HOME Owner Occupied Housing Rehabilitation projects.

Shekia Harvin, [sharvin@slcog.org](mailto:sharvin@slcog.org)

**Project Order of Operations**



- Inspection completed at the property by Program Inspector.
- Lead-Based Paint Risk Assessment completed on all dwellings built in or before 1978 by the Program LBP Risk Assessor.
- Work specifications with pictures and checklist completed for each project by the Program Inspector or designated consultant.
- Work specifications approved by the SLCOG's HOME Coordinator per the Program Policies and Procedures.
- Mandatory Pre-bid meeting will be set up at each property (all approved Contractors will be invited).
- Bid due date/time is set up for 5 to 7 business days following the mandatory pre-bid meeting.
- Bids must be submitted on time in a sealed envelope with no un-initialed corrections.
- Project is awarded to the lowest-responsible bidder; two (2) minimum bids must be collected

## **B. Contract Terms and Requirements**

### **i. Contract Length of Time**

An accepted and approved proposal should be for the proposed contract period starting on or after January 2, 2025, and ending upon the rehabilitation of the property. One house is expected rehabilitated in approximately (4) four months, from January 2, 2025, to May 2, 2025.

### **ii. License and Permit Requirements**

All Contractors, Subcontractors, performing services relating to the project must hold all necessary licenses, permits, and authorizations required by all applicable governmental agencies and authorities as a condition to conduct business in the State of South Carolina and SLCOG to work on the Project.

#### Qualification Requirements:

1. Must be currently licensed with SCLLR, if a Corporation or LLC, and Registered with SC Secretary of State or other State and Bonded and Insured as a Building/General Contractor and enclose a copy of each.
2. Must be able to abate Lead-Based Paint (if required) according to EPA certified Risk Assessors inspection reports.
3. Must be able to perform housing repairs/rehabilitation in accordance with all codes, standards, zoning regulations, and specifications.
4. Must have at least two (2) years of experience in lead-based paint risk assessments and clearance reporting of Residential Buildings.
5. Must submit at least three (3) references for work completed in the last twelve (12) months on Attachment D.
6. Must own sufficient equipment to complete the work
7. Sub-contracting of any part of the work is permissible
8. Complete Attachments B, C, and D
9. Contractors and all Subcontractors must be fully insured per the SLCOG's insurance requirements and have a necessary state and local Licenses.
10. Acceptable working time is Monday through Friday from 7AM to 6PM EST.



- 11. Qualified Contractors will be invited to participate in the following:
  - a. Mandatory Pre-bid meeting will be set up at each property (all approved Contractors will be invited).
  - b. Bid due date/time is set up for 5 to 7 business days following the mandatory pre-bid meeting.
  - c. Bids must be submitted on time in a sealed envelope with no un-initialed corrections.
  - d. Project is awarded to the lowest-responsible bidder; two (2) minimum bids must be collected

**iii. Insurance Requirements**

Without limiting its liability under this Contract and prior to commencement of work, the Contractor shall procure and maintain for the life of this Contract, at its sole expense, insurance including all terms, conditions, types, and limits in the amounts not less than stated below:

SCHEDULE	LIMITS
Worker's Compensation	South Carolina Statutory Coverage
Commercial General Liability	\$1,000,000 Combined
Professional Liability/Malpractice	\$1,000,000 Each Occurrence
Automobile Liability	Limits below
Builder's Risk	Equal to 100% of Completed Project Value

The Contractor's insurance shall cover the Contractor, its employees and its Subcontractors of any tier to the extent its Subcontractors of any tier are not otherwise insured.

Commercial General Liability	\$1,000,000 Combined Single Bodily injury/Property Damage
------------------------------	---

This coverage should include, but not limited to:

- a. Coverage for the liability assumed by the Contractor under the indemnity provision of the contract.
- b. Coverage for the Premises/Operations
- c. Personal and Advertising Injury Liability
- d. Products/Completed Operations
- e. Broad Form Contractual Liability

Covering all owned, hired, and non-owned automobile equipment, and other vehicles used by the successful bidder in the performance of the work with the following limits of liability:

Combined single bodily injury/property damage	\$1,000,000
---	-------------

Professional Liability/ (Errors & Omissions)	\$1,000,000 Each Occurrence
--	-----------------------------

Malpractice: this coverage should include, but not limited to:

- a. Coverage for the liability assumed by the Contractor under the indemnity provision of the contract.
- b. Coverage for the Premises/Operations



- c. Products/Completed Operations
- d. Broad Form Contractual Liability

The Contractor shall continue to maintain products/completed operations coverage in the amounts stated above for a period of one (1) year after the final completion of the Work. The General Liability coverage shall be on an occurrence basis all coverages.

Automobile Liability	\$500,000 Bodily Injury Limit/Each Person \$500,000 Each Occurrence \$100,000 Property Damage/Each Occurrence
----------------------	---

The Contractor’s insurance shall cover all automobiles, owned, hired or non-owned used in the performance of the Work.

The Contractor can satisfy minimum limits required with Umbrella or Excessive Liability coverage.

The Contractor’s Builder’s Risk Insurance shall cover the property for all risks of, subject to a waiver of coinsurance, and covering off-site storage, transit, and installation risks.

Builder’s Risk Insurance	Equal to 100% of Completed Project Value
--------------------------	--

**iv. Additional Provisions**

Additional Insured: All insurance, except for Worker’s Compensation and Professional Liability, shall name the SLCOG as additional insured and evidenced by the insured’s Certificate of Insurance as follows as an additional insured:

**Santee Lynch's Regional Council of Governments  
3219 Broad Street  
Sumter South Carolina 29150**

Waiver of Subrogation: All insurance shall be endorsed to provide for a waiver of underwriter’s rights of subrogation in favor of the SLCOG.

Certificate of Insurance: Prior to commencing any Services, and no later than contract execution, Certificates of Insurance demonstrating the maintenance of the Contractor’s General Liability, Workers’ Compensation/Employer’s Liability and Automobile Liability must be approved by the SLCOG’s Executive Director/Government Services Director. Prior to the commencement of professional services for this contract and/or actual construction work, the Contractor must submit, and the Government Services Director must approve, any other insurance maintained by the Contractor for this Contract.

Deductibles: The Contractor shall be responsible for paying for any self-insurance, deductibles or self-insured retentions for policies of the insured’s procured and maintained for compliance with this Contract. The SLCOG reserves the right to require coverage on a first dollar basis without the application of any self-insurance, deductibles or self-insured retentions.



**Primary & Non-Contributory:** All insurance required to perform services for this Contract shall apply on a primary basis to, and not require contribution by, any other insurance or self-insurance maintained by the SLCOG.

**Additional Remedies:** Compliance with the insurance requirements of this Contract shall not limit the liability of the Contractor or any of its subcontractor.

**Survival:** The liabilities of the Contractor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

**Policy Disclosures:** If requested by the SLCOG, within 30 days of receipt, the Contractor shall deliver a certified, complete copy of the policies of insurance providing the coverages required herein.

**Notice:** The Contractor shall provide an endorsement issued by its insurer to provide the SLCOG thirty (30) days prior written notice of any change of coverage, limits or cancellation, including expiration or non-renewal, for the insurance required by this contract. If such endorsement is not available, the Contractor shall provide the SLCOG the thirty (30) days prior written notice.

**No Waiver by SLCOG Approval/Disapproval.** Neither approval by the SLCOG nor failure to disapprove the insurance furnished by provider shall relieve provider of provider's full responsibility to provide insurance as required under this Contract.

**Additional Insurance Coverages:** Depending upon the nature of the Services and accompanying exposures and liabilities, the SLCOG may reasonably require additional insurance coverage in the amounts responsive to those liabilities, which may or may not require that the SLCOG also be named as an additional insured.

### **C. PROPOSAL SUBMISSION**

- i. Proposals must include **all** of the following information and be submitted in the same order as follows:
  1. Title Page (see Attachment B)
  2. Statement of Qualifications for General Contractor/Builder
    - At least three (3) references from relevant projects within the last twelve (12) months within the SLCOG's Service Area.
    - A minimum of two (2) years of experience. Please provide proof of such experience.
    - Provide resume(s) of key persons to be assigned to the project with emphasis on their experience with similar work.
  3. Evidence of Insurance/Copy of Certificate(s) of Insurance (see Section B)
  4. Proof of all required federal, state, and local licensing (to include but is not limited to):
    - State of South Carolina License with SCLLR
  5. Copy of active registration on Sam.gov website and Unique Entity ID Number (UEI)
  6. A sample of your standard reports (Risk Assessment and Clearance Report)



SLCOG requests for Contractors to provide all required documents in a sealed envelope labeled RFQ #2024-015 no later than Monday, September 30, 2024, at 3:00pm. The SLCOG recommends proposers to submit their proposals as soon as they are ready to do so.

**PLEASE DO NOT SUBMIT ANY PROPOSALS E-MAIL OR FAX.**

ii. **EVALUATION OF PROPOSALS & PROCESS OF SELECTION**

SLCOG staff will evaluate all responsive proposals received from proposers who meet or exceed the bid requirements contained in the RFQ. Evaluations shall be based upon the information and references contained in the proposals as submitted. **As such, the Proposal should be as comprehensive as possible; clearly describing the details of services that the Proposer intends to provide.**

The Evaluation Committee will make a recommendation to the SLCOG Commission for award of contracts to each of the most responsive/responsible proposer who is determined to be the most advantageous to the SLCOG.

After the contracts have been executed with the awarded pool of Contractors, the awarded pool of Contractors will be invited to bid on specific projects on an as-needed basis. Please note that the SLCOG reserves the right to limit the number of projects that a first time Contractor may receive until the Contractor is able to demonstrate the ability to satisfactorily close out their first two projects.



Attachments:

- i. Attachment A: Projects with Federal Funding Requirements
- ii. Attachment B: Proposal Title Page
- iii. Attachment C: Contractor Reference and Previous Experience

Resources:

1. [https://www.hud.gov/program\\_offices/healthy\\_homes/lbp/hudguidelines](https://www.hud.gov/program_offices/healthy_homes/lbp/hudguidelines)
2. <https://www.epa.gov/lead>





---

**ATTACHMENT A**  
**PROJECTS WITH FEDERAL FUNDING REQUIREMENTS**

**Conflict of Interest**

- a. The respondent warrants 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:
  1. Respondent may have an unfair competitive advantage; or
  2. 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 respondent shall disclose such conflict of interest fully in the proposal submission.
- b. The respondent agrees 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 the SLCOG that shall include a description of the action, which the respondent has taken or intends to take to eliminate or neutralize the conflict. The SLCOG may, however, disqualify the respondent or if a contract has been entered into with the respondent, terminate said contract, at its sole discretion.
- c. In the event the respondent was aware of an organizational conflict of interest before the award of a contract and intentionally did not disclose the conflict to the SLCOG, the SLCOG may disqualify the respondent.
- d. The respondent shall include in such subcontracts and other such agreements any necessary provisions to eliminate or neutralize conflicts of interest.
- e. 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 therefrom. This provision shall be construed to extend to any contract made with the successful respondent.
- f. No member, officer, or employee of the SLCOG, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the SLCOG 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.
- g. No member, officer, or employee of the respondent 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.

**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 the SLCOG **in writing** specifying the regulation which requires alteration. The SLCOG reserves the right to accept any such alteration, including any reasonable price adjustments occasioned thereby, or to cancel the contract at no expense to the SLCOG.

**Assignment or Transfer**



The successful firm shall not assign or transfer any interest in the contract, in whole or part, without written approval of the SLCOG. Claims for sums of money due, or to become due from the SLCOG pursuant to the contract may be assigned to a bank, trust company or other financial institution. The SLCOG 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 the Collaborative Partner's prior written consent.

#### **Availability of Records**

The Comptroller General of the United States, the Department of Housing and Urban Development (HUD), the SLCOG 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.

#### **Permits and Licenses**

The successful firm shall obtain all permits and licenses that are required for performing its 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 the SLCOG harmless for any violation of software licensing resulting from breaches by employees, owners, and agents of the firm.

#### **Taxes**

The successful firm is responsible for all state and federal payroll and/or social security taxes. The firm shall hold the SLCOG harmless in every respect against tax liability.

#### **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. The SLCOG reserves the right to remove any company's employee from any site for any reason.

#### **Federal, State, and Local Reporting Compliance**

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

#### **Nondiscrimination**

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

#### **Section 3 Clause**

When applicable 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 if applicable. All proposals must also include a Compliance Plan to include submittal of reports applicable to Section 3 requirements.

#### **Davis Bacon Requirements**

When applicable, Contractors or subcontractors performing construction work in order to accomplish the activities set forth in the Scope of Work portion of any agreement, shall comply with all Federal Labor Standards specifically those of the Davis-Bacon Act and Section 5 of Title 29 of the Code of Federal Regulations, including, but not limited to, obtaining a wage determination for all skills to be utilized, verification of wage payments, review of payroll records and on the site interviews with laborers.

#### **Small and Minority Firms, Women's Business Enterprises**



SLCOG, hereby, notifies all proposers that it will affirmatively ensure that all disadvantaged and women's business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, race, color, or national origin in consideration for an award.

**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 the SLCOG shall be addressed as provided in the contract.

**Cancellation**

Irrespective of any default hereunder the SLCOG may at any time, at its discretion, cancel the contract in whole or in part. Furthermore, if HUD cancels the grant funding for any reason this contract will end. In the event of cancellation, the Firm shall be entitled to receive equitable compensation for all work completed correctly and accepted prior to such termination or cancellation as shall be indicated in the contract.

**Laws**

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

**Contract Documents**

Written contract documents will be prepared by the SLCOG. Modifications may be adopted based on final negotiations and specific requirements of the contract under this procurement or contract.



**Attachment B  
Title Page**



**General Contract for Owner Occupied Housing Rehabilitation  
Projects**

**Request for Qualifications # 2024-015**

**For**

General Contractor Company: \_\_\_\_\_

Contact Person Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: (Office) \_\_\_\_\_ (Cell) \_\_\_\_\_

Email: \_\_\_\_\_

**All sealed Bids must be hand delivered to or mailed certified mail to:**  
Santee Lynch Regional Council of Governments  
3219 Broad Street  
Sumter SC 29150

**Checklist of Required Documentation (submit in the order listed below):**

- Title Page (this page)
- Statement of Qualifications for General Contractor (Attachment D)
- Evidence of Insurance/Copy of Certificate(s) of Insurance (see Section B)
- Proof of all required federal, state, and local licensing (to include but is not limited to):
- State of South Carolina License with SCLLR
- Copy of Business License in service area (include all applicable; if chosen Contractor will be required to obtain any Business Licenses required to cover the service area)
- Copy of active registration on Sam.gov website and Unique Entity ID Number (UEI)

