



REQUEST FOR APPLICATIONS

CHARLESTON HOME PROGRAM: PHASE I

2964 Marginal Rd, Charleston, SC 29414 (West Ashley)

1138 Oxbow Dr, Charleston, SC 29412 (James Island)

1316 Garrison St, Charleston, SC 29412 (James Island)

1535 Keswick Dr, Johns Island, SC 29455

MARCH 22, 2023

Charleston County Community Development
5010 Lawyers Lane
North Charleston, SC 29418
communitydev@charlestoncounty.org
(843) 202-6960

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CHARLESTON COUNTY COMMUNITY DEVELOPMENT

CHARLESTON HOME PROGRAM

1. Overview

DATE:	March 22, 2023
SOLICITATION:	Request for Applications (RFA)
DESCRIPTION OF REQUEST FOR APPLICATIONS:	Solicitation for nonprofit or for-profit organizations with experience in affordable housing development to rehabilitate residential properties owned by Charleston County into livable, affordable housing units.
SITE VISITS:	<p>MANDATORY <i>Interested parties MUST attend a site visit corresponding to the property for which they intend to submit an application. Site visit dates and locations for Phase I are provided below:</i></p> <p>APRIL 3, 2023, 3:00 to 4:00PM EST 2964 Marginal Rd, Charleston, SC 29412</p> <p>APRIL 4, 2023, 1:30-2:30PM EST 1138 Oxbow Dr, Charleston, SC 29412</p> <p>APRIL 4, 2023, 3:30-4:30PM EST 1316 Garrison St, Charleston, SC 29412</p> <p>APRIL 5, 2023, 3:00 to 4:00PM EST 1535 Keswick Dr, Johns Island, SC 29455</p> <p><i>*Applicants may attend anytime within the specified time frame</i></p>
DUE DATE FOR WRITTEN QUESTIONS:	Friday, April 7, 2023 at 5:00 PM Addendum to be posted April 10, 2023 Phone: (843) 202-6960 Questions should be sent to: communitydev@charlestoncounty.org
APPLICATION DUE DATE/TIME:	Wednesday, April 12, 2023 at Noon (12:00 PM) **Late Applications will not be accepted**
APPLICATION SUBMISSION:	<p>PART ONE: Submit an electronic application at https://forms.office.com/g/32Su1j7LMk</p> <p>PART TWO: Send required attachments to communitydev@charlestoncounty.org.*</p> <p><i>*Attachments should be sent in one email. See Section 5 for a list of requirements.</i></p>

2. Application Submission Guidelines

i Read this document thoroughly before completing application.

- **PART ONE: FILL OUT THE APPLICATION COMPLETELY.** All applications must be submitted electronically. Available at <https://forms.office.com/g/32Su1j7LMk>. Applications must comply with requirements detailed in this document and the application.
- **PART TWO:** Submit all require attachments via email to communitydev@charlestoncounty.org. All attachments should be labeled clearly and sent in one singular email. Please see Section 5 for a full list of requirements.
- **PART THREE:** Attend the mandatory site visit for the corresponding site.
- **DUE DATE:** Wednesday, April 12, 2023 at Noon (12 PM)
- Because this application submission is internet-based, you are strongly encouraged to submit early to ensure no technical difficulties are encountered.
- All applications must be complete and convey all of the information requested. If significant errors are found in the application, or if it fails to conform to the essential requirements of the RFA, staff will determine whether the variance is significant enough to deem the application as non-responsive.
- Applications should be prepared simply and economically, providing a straightforward, concise description of the proposed project. Emphasis should be on completeness, clarity of content and measurable outcomes.
- Applicants may submit applications for more than one site; however, each project must be submitted separately via the online form. It should be noted that not more than one property will be assigned per selected applicant.

3. Request for Applications Summary

i Charleston County's Community Development Department is the administering agency for the Charleston Home Program and will lead all correspondence between applicants and selected partners.

BACKGROUND

In February 2022, Charleston County Council entered an agreement to purchase 18 homes from the Charleston County Housing & Redevelopment Authority to preserve the properties as affordable rather than sold at market rate. Sixteen of these homes have been designated to be rehabilitated through the Charleston Home Program. The Charleston Home Program is an opportunity for interested parties to submit site-specific applications to rehabilitate the existing dwellings into livable, affordable housing units. Interested parties may be nonprofit organizations or private entities with experience in the production of affordable housing. Selected recipients will be expected to cover all upfront costs of the project. Upon project completion, the property will be deeded over to the partner organization who will manage the sale, rental, or other use of the property as some form of affordable housing. Revenue from this endeavor will provide a means of reimbursement for all project costs. Any revenue gained outside of the total project cost must then be dedicated by the partner organization to another activity that furthers affordable housing efforts in Charleston County.

In order to maximize the range of potentially interested parties, the Charleston Home Program will allow applicants to make the following determinations:

- Intended use: Homeownership, rental, other;
- Target income range for future residents; and
- Property utilization (ex: subdivision, conversion to multi-family, accessory dwelling unit, etc.).

The Charleston Home Program Request for Applications (RFA) will be solicited in four phases. Interested parties may submit separate applications for more than one property, but not more than one property will be assigned to each selected applicant. Phases of the Charleston Home Program are listed below:

PHASE I (3/22/23-4/12/23)

2964 Marginal Rd, Charleston, SC 29414
1138 Oxbow Dr, Charleston, SC 29412
1535 Keswick Dr, Johns Island, SC 29455
1316 Garrison St, Charleston, SC 29412

PHASE II (Dates TBD)

1980 Dogwood, Charleston, SC 29414
6992 Vista Ct, North Charleston, SC 29406
2017 Bishop Dr, Charleston, SC 29414
7647 Allwood Ave North Charleston, SC 29418

PHASE III (Dates TBD)

2225 Doris Dr, Charleston, SC 29414
1912 Morgan Ave, North Charleston, SC 29406
6306 Brandt St, Charleston, SC 29406
9789 Peatwood Dr, Ladson, SC 29456

PHASE IV (Dates TBD)

5317 Alvie St, North Charleston, SC 29418
3889 Paramount Dr, North Charleston, SC 29405
4828 Foxwood Dr, North Charleston, SC 29418
1118 Carverwood Dr, Charleston, SC 29407

REQUEST FOR APPLICATIONS

The RFA is being solicited for proposed rehabilitation projects that meet the goals aim to utilize each property to its highest and best use with an emphasis of high-quality livability for future residents. The application must identify the intended use of the property (i.e. homeownership, rental, other), future resident eligibility (i.e. income ranges and any other requirements), and describe an creative efforts to maximize the use of the property (i.e. subdivision, accessory dwelling unit, multifamily redevelopment, etc.). The application must demonstrate an effort to conduct due diligence to identify any potential challenges or barriers that might be encountered with its proposed project in relation to the corresponding jurisdiction's zoning and building codes. To ensure that the County's investment continues to support affordable housing initiatives, each application will also be required to include a contingency plan for recovered funds that exceed total project costs. This contingency plan should specify how additional recovered funds will be used to further affordable housing efforts in Charleston County.

4. Application Eligibility & Responsibilities

ELIGIBLE APPLICANTS

Any governmental, community, neighborhood, faith-based, or nonprofit organization engaged in a public service may apply. Private for-profit agencies engaged in affordable housing development are also eligible. Nothing herein is intended to, nor should it be construed to, limit competition; instead, it is for the purpose of meeting the direct benefit or area benefit of persons or communities eligible to be selected as a partner using a system of fair, impartial and free competition among all Applicants.

APPLICANT REQUIREMENTS

Charleston County has identified a set of criteria that applicants must meet to be selected as an implementation partner. Applicants must:

- Have experience in the production of affordable house AND be a 501(c)(3) organization and provide IRS certification OR private entity and provide business license;
- Provide approval from Board of Directors or other governing body to participate in the Charleston Home Program;
- Demonstrate capacity to complete construction-related activities;
- Provide reasonable assurance of project start-up within thirty (45) days of contract execution;
- Provide a detailed description of vision for repairs and updates for selected project site, minimally including all repairs listed in the initial scope of work;
- Demonstrate financial capacity to cover project costs upfront; and
- Provide a detailed contingency plan that dedicates funds exceeding total projects recovered through home sale/rental to specified efforts that further affordable housing initiatives in Charleston County.

SCOPE OF WORK

Selected recipients will be expected to complete all repairs necessary to bring each dwelling into a high-quality, livable state. The scope of this work will include: project oversight, personnel management, procurement of materials, etc. An initial scope of work outlining required repairs and estimated costs is provided for each Phase I property in Appendix A. Applicants are encouraged to elaborate upon this scope to increase overall quality and longevity of final product.

PRIME CONTRACTOR RESPONSIBILITIES

The Applicant will be required to assume the sole responsibility for the complete effort as required by this RFA. The Applicant's designated consultants may act and interact with County and/or City staff on behalf of the Applicant as set forth in a signed agreement between the Applicant and its designee. However, the Applicant maintains the sole responsibility for the project-related and financial performance outlined under the agreement.

APPLICATION CONSTITUTES OFFER

By submitting an application, the Applicant agrees to be governed by the terms and conditions as set forth in this document. Any applications containing variations from the terms and conditions set forth herein may, at the discretion of the Administrative Entity (Charleston County Community Development Department) be deemed as non-responsive. Any inconsistencies between this RFA and any other contractual instrument shall be governed by the terms and conditions of this RFA except where subsequent amendments to any contract resulting from this RFA are specifically agreed to in writing by the parties to supersede any such provisions of this RFA.

5. Application Requirements

i Use the application checklist below to organize your submission. Please note that submissions that do not contain all required elements may be considered non-responsive. All elements listed on the respective checklist should be present or indicates as “not applicable”.

Submit Part 1: Online Application

Submit Part 2: Mandatory Forms and Attachments – A checklist for required attachments is provided in Appendix B. Each applicant must review this checklist in detail and have an authorized official sign to certify that all required documents are being provided. This signed checklist **MUST** be included the part two submission. All attachments should be submitted in one singular email to communitydev@charlestoncounty.org. All attachments **MUST** also follow the clear labeling instructions provided. A list of attachments is provided below:

- The subject line of the email should read: ‘ORGANIZATION NAME’ CHP PART II SUBMISSION
- A signed copy of the checklist provided in Appendix B.
 - LABEL: ‘ORGANIZATION NAME’_CHECKLIST (ex: CHASCOUNTY_CHECKLIST)
- 501(c)(3) certification (nonprofits) OR business license (for-profits)
 - LABEL: ‘ORGANIZATION NAME’_CERTIFICATION
- A letter from the organization’s governing body providing evidence of approval to submit application.
 - LABEL: ‘ORGANIZATION NAME’_APPROVAL
- Resume(s) of project management that demonstrates knowledge of construction industry standards and experience in affordable housing development (see #3 in section 5).
 - LABEL: ‘ORGANIZATION NAME’_QUALIFICATIONS
- Evidence of financial capacity to complete the required repairs provided in Appendix A (at a minimum).
 - LABEL: ‘ORGANIZATION NAME’_RESOURCES
- A project budget included estimated costs for all intended project activities. These costs should include administration, personnel, materials, labor, permitting, etc.
 - LABEL: ‘ORGANIZATION NAME’_BUDGET
- A signed copy of the addendum posted on the Community Development website on April 10, 2023.
 - LABEL: ‘ORGANIZATION NAME’_ADDENDUM
- **OPTIONAL:** Applicants are invited to include any other attachments they believe would strengthen their overall application. This might include sight plans, documentation of correspondence with jurisdictional zoning or building departments, evidence of intended partnerships with other organizations, etc.
 - LABEL: ‘ORGANIZATION NAME’_SUPPLEMENT_’DESCRIPTION’
(ex: CHASCOUNTY_SUPPLEMENT_SITEPLAN)

NOTE: To ensure that no technical difficulties hinder the complete submission of your application, all emails containing part 2 attachments should receive a confirmation of receipt within 24 hours. If the applicant does not receive this confirmation, please call (843) 202-6960.

6. Evaluation Criteria

A selection committee will evaluate each Offeror's proposal and rank each firm on the basis of the following criteria. (Note: these criteria are not necessarily listed in order of importance, see Attachment D for Scoring Matrix.) The County will award a contract to the responsible Offeror whose proposal conforms to the requirements of the RFA and provides the most advantageous proposal (best value) to the County, price and other factors considered. Representatives of the County will evaluate individual proposals. Any Offeror determined to be technically unqualified, or whose proposal is deemed unresponsive.

1. **REQUIRED:** Be a nonprofit entity in good standing with the IRS able to provide documentation of prior construction or rehabilitation of affordable housing – provide 501(c)(3) certification ; OR
A private for-profit entity able to provide business license and documentation demonstrating prior construction or rehabilitation of affordable housing.
2. **REQUIRED:** Provide evidence of approval from governing body for proposal submission (i.e. Board of Directors).
3. Provide evidence of demonstrated capacity to complete construction-related activities, including:
 - a. Identifying personnel needs;
 - b. Providing effective management oversight on project sites;
 - c. Maintaining fiscal control and financial oversight; and
 - d. Knowledge of construction industry standards;
4. Provide reasonable assurance of ability to begin project within 45 days of contract execution.
5. Provide tentative project timeline of execution schedule and estimate time to completion.
6. Demonstrate financial capacity to maintain adequate personnel and execute estimated cost of repairs provided by County.
7. Application completeness & creativity: Application includes a list of intended repairs/updates that matches or expands upon the original site scope (see Appendix A). The project vision intends to utilize the property to its highest and best use (i.e. subdivision, accessory dwelling unit, multi-family dwellings). Description of proposed project must demonstrate that due diligence has been performed related to the zoning standards of the corresponding jurisdiction.
8. Target residents: Proposal must identify the target income range for future residents of the property, whether the Offeror intends to sell or rent the rehabilitated dwelling, and the eligibility process to be used for selecting future residents.
 - a. Rental projects must choose between extremely low-income residents (<30% AMI) and very low-income residents (<50% AMI).
 - b. Homeownership projects must choose between low-income residents (<80% AMI) and moderate-income residents (<120% AMI).
 - c. If the applicant is interested in a use other than rental or homeownership, their application must provide details of program type and eligible residents.
9. Budget and Project Quality: Submissions will be evaluated on the completeness and level of detail of the submitted Budget Proposal. Line items should demonstrate plans to provide repairs and updates of a high, long-lasting quality.

7. Technical Assistance and Workshops

i Charleston County will hold one mandatory site visit per property and will accept written questions to provide applicants with assistance sufficient to submit competitive applications for program. Applicants must attend the corresponding site visit for their application to be considered.

Interested parties MUST attend a site visit corresponding to the property for which they intend to submit an application. This time should be used to review the initial scope of work on-site and to visually determine needs for additional repairs. Site visit dates and locations for Phase I are provided below:

APRIL 3, 2023, 3:00-4:00PM EST

2964 Marginal Rd, Charleston, SC 29412 (West Ashley)

APRIL 4, 2023, 1:30-2:30PM EST

1138 Oxbow Dr, Charleston, SC 29412 (James Island)

APRIL 4, 2023, 3:00-4:00PM EST

1535 Keswick Dr, Johns Island, SC 29455 (James Island)

APRIL 5, 2023, 3:00-4:00PM EST

1316 Garrison St, Charleston, SC 29412

**Applicants may attend anytime within the specified time frame*

WRITTEN QUESTIONS DEADLINE

The deadline for submittal of written questions shall be no later than Friday, April 7, 2023 at 5:00 PM.

Applicants may ask procedural questions seeking clarification of the submittal process orally; however, substantive questions should be submitted in writing. Written questions should be emailed to communitydev@charlestoncounty.org. Substantive requests for information received prior to the deadline for questions may be responded to in writing by the County in the form of an addendum to this RFA. If an Applicant finds any inconsistency in this RFA, the Applicant should contact the County for resolution of the issue. Any clarification may become an addendum.

8. Application Review Process

i The application review process will involve the following steps:

- A. The Community Development Department will accept the online applications and attachments and review ALL applications and determine if they are responsive to this RFA. All application attachments and forms must be submitted to the Charleston County Community Development Department by the deadline. Applicants may be asked to provide additional information. Applications deemed as non-responsive.

Applications may be considered non-responsive if:

- It is received after the deadline.
- No budget form is submitted by the deadline.
- Proof of financial capability is not submitted.
- It is not signed and completed in its entirety.
- The information contained in the application is found to be unsubstantiated.

- B. A scoring committee made up of qualified staff will review and rate all applications based on the criteria included in this RFA. For each phase, the scoring committee will recommend a selected applicant for each property (no more than one property per applicant). Final approval will be requested from County Council, who will review selected applicants and their contingency plans.

- C. All discussions during the evaluation process are to be considered confidential.

ADDITIONAL DOCUMENTATION

If an agency is awarded funding, a subrecipient agreement will be drafted. The Applicant may be required to submit documents and information prior to release of the contract, such as:

- Detailed Budget Back-Up/Justification
- Letters of Reference
- Audit Reports/Resolutions/Management Letter
- Documentation of Contracting Authority
- Performance and/or Fidelity Bond Documents
- Cost Allocation Plan/Indirect Cost Plan
- Copies of Sub-agreements
- Updated List of Board of Directors and Bylaws
- Conflict of Interest Policy
- Procurement, Financial, and Internal Control Policies
- Participant Accident Insurance Plan
- Agency's Citizen Grievance Policy
- Banking Arrangement Documentation
- IRS Identification Number
- Procedures for Prevention of Fraud and Abuse
- Certification of Program Accessibility for Disabled Persons

9. General Terms and Conditions

i *This solicitation does not commit the County of Charleston to award a contract, to pay any cost incurred in the preparation of Applications submitted, or to procure or contract for the services. The County reserves the right to accept or reject any, all or any part of the Applications received as a result of this request, or to cancel in part or in its entirety this Request for Applications if it is in the best interest of the County to do so. The County will be the sole judge as to whether Applications submitted meet all requirements contained in this solicitation.*

GENERAL INFORMATION

- A. There is no expressed or implied obligation for Charleston County (hereinafter “the County”) to reimburse responding firms (hereinafter “the Applicants”) for expenses incurred in preparing applications in response to this request.
- B. During the evaluation process, the County reserves the right, where it may serve the County’s best interest, to request additional information or clarification from Applicants or to allow corrections of errors or omissions.
- C. The terms and conditions in this Request for Applications (RFA) shall prevail unless otherwise modified by the County in an addendum to this RFA. The County reserves the right to reject, in whole or in part, any application which does not comply with such terms and conditions.
- D. The County reserves the right to retain all applications submitted. Submission of an application indicates acceptance by the Applicant of the conditions contained in this RFA, unless clearly and specifically noted in the application submitted and confirmed in any resulting contract between the County and the Applicant selected.

SUBMISSION AND WITHDRAWAL OF APPLICATIONS

- E. Applicants are encouraged to submit the application attachment and forms package and electronically submit the project application early.
- F. Applications may be withdrawn by written request received from the Applicant prior to the submittal deadline.

PREPARATION OF THE ONLINE APPLICATION

- G. All proposals should be complete and carefully worded and must convey all of the information requested by the County. If errors or exceptions are found in the Applicant’s proposal, or if the proposal fails to conform to the requirements of the RFA, the County will be the sole judge as to whether that variance is significant enough to reject the proposal.
- H. Proposals should be prepared simply and economically. All data, materials, and documentation shall be available in a clear, concise form and reproducible upon request "at cost" for the County's internal use. The County reserves the right to reproduce proposals for internal use in the evaluation process.
- I. All proposals shall provide a straightforward, concise description of the Applicant’s ability to satisfy the requirements of the RFA.
- J. The Applicant is solely responsible for all costs and expenses associated with the preparation of their response and of any supplementary presentation (including any oral presentation) requested by the County.
- K. Proposals must be made in the official name of the individual, firm, or corporation under which the business is conducted (showing official business address) and must be signed in ink by a person duly authorized to legally bind the business entity submitting the proposal.

COMPETITION

- A. Governmental, non-profit, and private non-profit organizations may respond to this solicitation. It is the intent and purpose of the Community Development Department that this RFA permit fair and open competition. Nothing

herein is intended to, nor should it be construed to limit competition, but instead is for the purpose of meeting the full needs of the program using a system of fair, impartial and free competition among all Applicants.

- B. It shall be each Applicant's responsibility to advise the County if any language, provision, or other requirement, or any combination thereof, inadvertently restricts or limits competition. Such notification must be submitted in writing and must be received by the County's Community Development Department no later than the last date and time for written questions. Any such notification shall be reviewed by the County's staff.

GRATUITIES AND KICKBACKS

- A. **Gratuities.** It shall be unethical for any person to offer, give or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement of a contract or subcontract, or to any solicitation or proposal therefore.
- B. **Kickbacks.** It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor, or to hire any subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
- C. Violation of this clause may result in Contract termination.

ADDENDA/CHANGES

- A. If it becomes necessary to revise any part of the RFA, all changes will be provided in writing as an addendum to the RFA and will be made available to all Applicants via the County's website. Verbal comments or discussions relative to this RFA cannot add, delete or modify any written provision.
- B. Any additions, deletions, modifications, or changes made to this RFA shall be processed through the County's Community Development Director. Any deviation from this procedure may result in the disqualification of the application or the cancellation of any contract resulting from this RFA.
- C. Requests for interpretation of this RFA and any other questions concerning the RFA shall be made in writing and addressed to the County's Community Development Director, 4045 Bridge View Drive, Suite C216, North Charleston, South Carolina 29405. Questions may be transmitted by email to wreeder@charlestoncounty.org but it shall be the responsibility of the sender to confirm receipt by the County.
- D. These requests must be submitted by the deadline for written questions. Responses to said requests shall be made at the discretion of the County's Community Development Director. Any interpretation, correction or change of the solicitation will be made by addendum. It is the Applicant's responsibility to monitor the Community Development website at <https://www.charlestoncounty.org/departments/community-development/RFA.php> for any additional information, revisions, or addenda that may be posted. All such addenda shall become part of the RFA and each Application shall be bound by such addenda whether or not received by the Applicant.

PUBLIC ACCESS TO COMMUNITY DEVELOPMENT INFORMATION

Subject to the requirements of the Freedom of Information Act, commercial or financial information obtained in response to this RFA which is deemed privileged and confidential by the Applicant will also not be disclosed after the award. Such privileged and confidential information includes information which if disclosed, might cause harm to the competitive position of the Applicant supplying the information. All Applicants, therefore, must visibly mark as "CONFIDENTIAL" each specific part of their proposal which it considers to contain proprietary or other privileged information. Additionally, all Applicants shall be solely responsible for identifying as exempt from the Freedom of Information Act and for visibly marking as "EXEMPT FROM FREEDOM OF INFORMATION ACT" each specific part of their proposal which they deem to be so exempt and shall further be solely responsible for any consequences that might be related to arise from the nondisclosure of any information that is subsequently determined not to have such an exemption. Do not mark the entire proposal as confidential or exempt from disclosure. Doing so will necessitate an independent determination of confidentiality by the County pursuant to applicable law. The County hereby disclaims

any responsibility for not disclosing information identified by any Applicant as exempt from the Freedom of Information Act; for any information which is disclosed as a result of a Applicant's failure to visibly mark it as "CONFIDENTIAL"; and for any results of an independent verification of confidentiality necessitated by the marking of an entire proposal as confidential or exempt from disclosure.

OWNERSHIP OF DOCUMENTS

All proposals and supporting materials, including all data, material, and documentation originated and prepared for the County pursuant to this RFA and including correspondence relating to this RFA, shall, upon delivery to the County, become the property of the County.

SELECTION PROCESS

- A. Following the deadline for submittal of the applications, a selection committee will review, analyze and rank all Applicants based on their response to the information requested.
- B. The County reserves the right to reject any and or all applications, and to waive defects, technicalities and/or irregularities in any submittal.

AWARD

Award may be made to multiple Applicants whose applications are determined to be the most advantageous to the County, taking into consideration the evaluation factors set forth in this RFA.

NOTICE OF AWARD

The successful Applicant(s) will be notified of acceptance of its Application by a written Notice of Award.

MODIFICATION OF CONTRACT

Any alteration to the contract must be in the form of a written, signed amendment agreed to by all parties who are subject to the terms of this agreement. Verbal comments or discussions relative to the contract cannot add, delete or modify any written provision.

REPRESENTATIONS OF THE APPLICANT

- A. Each Applicant, by submitting an application represents that:
- B. The Applicant has read and understands this RFA (including all specifications and attachments) and that the application is made in accordance therewith.
- C. The application is based on the terms, materials, systems and equipment required by this RFA, without exception.
- D. The Applicant is qualified to provide the services required under this RFA.

NON-DISCRIMINATION

The Applicant shall certify agreement to abide by the requirements under Title VI of the Civil Rights Act of 1964. The Applicant shall abide by the requirements under the Federal Executive Order Number 11246, as amended, and specifically the provisions of the equal opportunity clause.

COMPLIANCE WITH LEGAL REQUIREMENTS

The Applicant shall comply with all federal, state and local laws, ordinances, rules and regulations of any authorities throughout the duration of the Contract. The Applicant shall be responsible for compliance with any such law, ordinance, rule or regulation, and shall hold the County harmless and indemnify in the event of non-compliance.

GOVERNING LAW

Upon award of a contract under this request, the person, partnership, association, or corporation to whom the award is made must comply with the laws of South Carolina which require such person or entity to be authorized and/or licensed to do business in this State. Notwithstanding the fact that applicable statutes may exempt or exclude the successful

Applicant from requirements that it be authorized and/or licensed to do business in this State, by submission of this signed application, the Applicant and sponsoring agency agrees to subject itself to the jurisdiction and process of the courts of the State of South Carolina as to all matters and disputes arising or to arise under the contract and the performance thereof, including any questions as to the liability for taxes, licenses or fees levied by the State.

ASSIGNMENT

The Applicant shall not assign, in whole or in part, any contract resulting from this RFA without the prior written consent of the County.

INDEMNIFICATION

Except for expenses or liabilities arising from the negligence or intentional acts of the County, the Applicant hereby expressly agrees to indemnify and hold the County harmless against any and all expenses and liabilities arising out of the negligent performance, action or inaction of the Applicant in conduct of this RFA as follows:

For matters other than those arising from the rendering or failure to render professional services, the Applicant expressly agrees to the extent that there is a causal relationship between its negligence, action or inaction, or the negligence, action or inaction of any of its employees or any person, firm or corporation directly or indirectly employed by the Applicant and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage) that is suffered by the County and/or its officers or employees or by any member of the public, to indemnify and save the County and its officers and employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the negligence, action or inaction of the successful Applicant, regardless of whether such liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the County. Such costs are to include, without limitation, defense, settlement and reasonable attorney's fees incurred by the County and its employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Applicant's employees and any person, directly or indirectly employed by the Applicant (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice, the Applicant shall promptly defend any aforementioned action.

For matters arising out of the rendering or failure to render professional services, the Applicant will indemnify and save the County and its officers and employees harmless from and against all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses arising out of or resultant from any negligent act, error or omission of the Applicant in the rendering or failure to render professional services under this Contract. Such costs are to include, without limitation, defense, settlement and reasonable attorneys' fees incurred by the County and its officers and employees. This promise to indemnify shall include, without limitation, bodily injuries or death occurring to the Applicant's employees and any person, directly or indirectly employed by the Applicant (including, without limitation, any employee of any subcontractor), the County's officers or employees, the employees of any other independent contractors, or occurring to any member of the public. When the County submits notice of a claim that triggers the indemnity, the Applicant shall promptly defend any aforementioned action at its own cost.

The limits of insurance required in the Contract shall not limit the Applicant's obligations under this Section. The terms and conditions contained in this Section shall survive the termination of the Contract or the suspension of the Work hereunder. To the extent that any liabilities, penalties, demands, claims, lawsuits, losses, damages, costs and expenses are caused in part by the acts of the County, the Applicant's obligations shall be reduced in proportion to the County's fault. The obligations herein shall also extend to any actions by the County to enforce this indemnity obligation. The recovery of costs and fees all extend to those incurred in the enforcement of this indemnity.

DISCLAIMER OF LIABILITY

The County, or any of its agencies, will not hold harmless or indemnify any Applicant for any liability whatsoever except as may otherwise be specified in this RFA.

SEVERANCE

Should any part of any contract resulting from this RFA be determined by a Court of competent jurisdiction to be invalid, illegal, or against public policy, said offending Section shall be void and of no effect and shall not render any other Section herein, nor the Contract as a whole, invalid. Any terms which, by their nature, should survive the suspension, termination or expiration hereof shall be deemed to so survive.

ADHERENCE TO FEDERAL REGULATIONS

Applicants agree to comply with the following federal regulations as found in Subpart K in 24 CFR 570.600-614 as condition of your award:

- Affirmatively Further Fair Housing (570.601)
- Equal Opportunity and Prohibition Against Discrimination (570.602)
- Labor Standards (570.603)
- Environmental Standards (570.604)
- National Flood Insurance Program (570.605)
- Uniform Relocation Act (570.606)
- Employment and Contracting Opportunities (570.607)
- Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR part 135
- Lead-Based Paint (570.608)
- Debarred, Suspended or Ineligible Contractors (570.609)
- Uniform Administrative Requirements (570.610)
- Conflict of Interest (570.611)
- Review and Public Comment for Entitlement Programs (570.612)
- Restrictions for Resident Aliens (570.613)
- Architectural Barriers Act and ADA (570.614)

In addition to the above applicants agree to complete with the rules and regulations within 2 CFR 200, Uniform Administrative Requirements.

Appendix A – SCOPE OF WORK

PALMERS QUALITY CONSTRUCTION COMPANY
901-B LONG POINT ROAD
MOUNT PLEASANT SC, 29464
September 18, 2022

COST ESTIMATE FOR 1316 GARRISON STREET

ROOFING- 15 SQUARES SHINGLES-REMOVE AND DISPOSE OF ALL \$8,250
ROOFING MATERIALS TO THE LEVEL OF SHEATHING. INSTALL NEW
FIBERGLASS ASPHALT SHINGLES. INSTALL 7/16" OSB SHEATHING
OVER EXISTING ROOF DECK.

PAINT- PAINT INTERIOR WALLS, CEILINGS AND CABINETS. \$8,500
PAINT ALL EXTERIOR WOOD .AND WINDOW TRIMIMGS.

FLOORING- REFINISH ALL WOOD FLOORING. REMOVE AND REPLACE \$8,500
CERAMIC TILE IN EATING AREA. REPLACE VINYL IN KITCHEN AREA.

COUNTERTOPS- CLEAN EXISTING COUNTERTOPS \$50

CABINETS- TO BE PAINTED 0—

PLUMBING- INSTALL EXPANSION TANK TO HWH \$450

ELECTRICAL- ADD SMOKE DETECTORS TO BEDROOMS AND HALLWAY. \$1,000
ADD GFI BREAKERS TO KITCHEN, BATH AND OUTSIDE ENTRANCE.
WIRE BATHROOMS FOR VENTILATION FANS.

HAVC- PROVIDE EXHAUST VENTILATION FANS FOR BOTH BATHROOMS. \$1400
PROVIDE INSPECTION REPORT FOR HAVC UNIT.

SHEETROCK. ADD SHEETROCK TO STORAGE ROOM. \$900

\$900

FRAMING- - REPAIR BOXING AND RAFTER ENDS OVER BACK STORAGE ROOM AND PORCH. \$2,960

STORM DOORS-INSTALL STORM DOOR TO FRONT AND BACK DOOR.
\$800

PRESSURE WASH- PRESSURE WASH EXTERIOR OF HOUSE \$200

ATTIC DEBRIS- CLEAR ATTIC OF TRASH \$200

TOTAL \$33,210

PALMERS QUALITY CONSTRUCTION COMPANY
901-B LONG POINT ROAD
MOUNT PLEASANT SC, 29464
September 18, 2022

COST ESTIMATE 1138 OXBOW DRIVE

ROOFING - 20 SQUARES SHINGLES-REMOVE AND DISPOSE OF ALL ROOFING MATERIALS TO THE LEVEL OF SHEATHING.INSTALL NEW FIBERGLASS ASPHALT SHINGLES.INSTALL 7/16" OSB SHEATHING OVER EXISTING ROOF DECK.	\$10,409
PAINT - PAINT ALL INTERIOR WALLS AND CEILINGS AND KITCHEN CABINETS. PAINT ALL EXTERIOR WOOD AND METAL RAILS.	\$8,500
FLOORING - REMOVE AND DISPOSE OF CARPET. REPLACE WITH COMMERCIAL GRADE CARPET. REMOVE OLD VCT TILE AND REPLACE WITH NEW VCT TILE FOORING. CLEAN VCT TILE IN MASTER BEDROOM.	\$4,641
COUNTERTOPS - REPLACE WITH NEW COUNTERTOPS	\$900
CABINET (PAINT ONLY)	--0_
PLUMBING - INSTALL NEW KITCHEN SINK. INSTALL NEW EXSPANSION TANK TO HOT WATER HEATER. RESET PIPS IN STORAGE AREA.	\$1,380
ELECTRICAL - ADD SMOKE DETECTORS TO BEDROOMS AND HALLWAY. WIRE BATH FOR EXHAUST VENTILATION FAN.	\$1,100
HAVC - PROVIDE COVER FOR OUTSIDE DRYER VENT. INSTALL VENTILATION FAN FOR (2) BATHROOMS. PROVIDE INSPECTION REPORT FOR HAVC UNIT.	\$1,200
SHEETROCK - REPAIR CEILING IN LIVING ROOM.REPAIR WALLS AS NEEDED.ADD SHEET ROCK TO COVER PIPES IN STORAGE AREA. REMOVE POP CORN CEILING IN KITCHEN, LIVING ROOM AND HALLWAY.	\$5,000

MICSCLENEOUS- REPAIR ROOT, ON LOWER GARAGE
DOOR CASING.

\$100

TOTAL

\$33,230

PALMERS QUALITY CONSTRUCTION COMPANY
901-B LONG POINT ROAD
MOUNT PLEASANT SC, 29464
September 18, 2022

COST ESTIMATE FOR 1535 KESWICK DRIVE

ROOFING- 15 SQUARES-SHINGLE-REMOVE AND DISPOSE OF ALL ROOFING MATERIALS TO THE LEVEL OF SHEATHING.INSTALL NEW FIBERGLASS ASPHALT SHINGLES. INSTALL 7/16" OSB SHEATHING OVER EXISTING ROOF DECK.	\$8,250
PAINT- PAINT ALL WALLS, CEILINGS.PAINT EXTERIOR WOOD DECKING, WOOD EXTERIOR AND BRICK VENEER.	\$11,200
FLOORING- REFINISHED ALL WOOD FLOORING. REMOVE TILE FROM KITCHEN AND EATING AREA AND REPLACED WITH VCT TILE.	\$5,105
COUNTERTOPS- add new countertops to kitchen cabinets	\$700
CABINETS- INSTALL NEW BIRCH CABINETS IN KITCHEN	\$9,300
PLUMBING- REMOVE AND REPLACE TUB AND SHOWER STALL. REMOVE AND REPLACE NEW WATER CLOSET. REMOVE AND REPLACE KITCHEN SINK AND FAUCET WITH NEW SINK AND FAUCET. ADD AN EXPANSION TANK TO HWH.	\$3,110
ELECTRICAL- ADD SMOKE DETECTORS TO ALL BEDROOMS AND HALLWAY. WIRE BATH ROOM FOR VENTILLATION UNIT	\$675
HAVC- PROVIDE INSPECTION REPORT FOR HAVC UNIT. INSTALL EXHAUST VENTILATION IN BATHROOM.	\$900
SHEETROCK- REMOVE POPCORN CEILING IN LIVING ROOM, KITCHEN AND HALLWAY. REPAIR CEILING AS NEEDED.	\$2,000
MICSCCELLANEOUS- REPLACE (2) STORM DOORS. REPLACE BROKEN WINDOW PANE ON BACK DOOR.	\$700
PRESSURE WASH HOUSE	\$300
TOTAL	\$42,240

PALMERS QUALITY CONSTRUCTION COMPANY
901-B LONG POINT ROAD
MOUNT PLEASANT SC, 29464
September 18, 2022

COST ESTIMATE -2964 MARGINAL ROAD-

ROOFING – 17 SQUARES SHINGLES- REMOVE AND DISPOSE OF ALL ROOFING, MATERIALS TO THE LEVEL OF SHEATHING. INSTALL NEW FIBERRGLASS ASPHALT SHINGLES. INSTALL 7/16" OSB SHEATHING OVER EXISTING ROOF DECK.	\$10,402
DEMOLITION - REMOVE ALL LUMBER MATERIALS FROM CARPORT AND SET NEW 4X4 COLUMNS TO SUPPORT CARPORT EXTERIOR WALLS.	\$1,200
PAINT -PAINT ALL CEILINGS, INTERIOR WALLS, CABINETS AND EXTERIOR WOODWORK.	\$8,200
FLOORS - REMOVE AND REPLACE CARPET WITH COMMERCIAL GRADE INDOOR/OUT DOOR CARPETING. CLEAN CERAMIC TILE FLOORS IN KITCHEN.	\$4,023
COUNTERTOPS - CLEAN COUNTERTOPS IN KITCHEN.	\$100
CABINETS - REPLACE (19) CABINET DOORS IN KITCHEN TO MATCH EXISTING	\$2,000
PLUMBING - ADD EXPANSION TANK TO HOT WATER HEATER	\$500
ELECTRICAL - ADD SMOKE DETECTORS TO BEDROOMS AND HALLWAY. ADD GFI-BREAKERS TO BATH, KITCHEN AND NEAR FRONT DOOR. WIRE FOR EXHAUST FAN IN BATHROOM.	\$775
HAVC - PROVIDE INSPECTION REPORT FOR HEATING AND A/C UNIT. INSTALL EXHAUST VENTILATION FAN IN BATHROOM.	\$900
SHEETROCK - REPAIR SHEETROCK IN LIVING ROOM AND HALLWAY.REMOVE POP CORN CEILING IN LIVING ROOM AND HALL WAY.	\$1,300
MISCELLANEOUS - REPLACE (1) FRONT WINDOW, REPAIR ROTTEN WOOD BY BOTTOM OF FRONT DOOR... REPAIR ROTTEN SILL ON FRONT WINDOW.	\$600

REPLACE 2 DOOR SLABS TO BEDROOMS.	\$500
POINT UP CRACK BRICKS MOTAR JOINTS.	\$200
PRESSURE WASH HOUSE-	\$400
TOTAL COST	\$31,100
O/P	-- -----

Appendix B – PART TWO CERTIFICATION

