

Unison Housing Partners

# Request for Proposals

RFP# 19-020, Security Services

Unison Affordable Housing Communities



**UNISON**  
HOUSING PARTNERS

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## **1.0 ABOUT UNISON HOUSING PARTNERS**

Adams County Housing Authority dba Unison Housing Partners, serves Adams County residents for whom conventional housing is unaffordable. We assist individuals, families, seniors, and persons with disabilities throughout all of Adams County, including the rural and unincorporated areas. Our goal is to provide these households with quality, affordable housing options while supporting their efforts to achieve economic self-sufficiency.

Our programs and services include the following: Public Housing, Housing Choice Voucher Program, Housing Counseling, Family Self-Sufficiency Program (FSS), Financial Assistance Programs (rent/mortgage and utilities assistance), and a Homeownership Program. We also own and manage several affordable multi-family apartment communities throughout the county. The Agency owns and manages 1508 units, associated in partnerships on another 908 units, which most are available at or below market rents, and we supply 1460 Section 8 Housing Choice Vouchers.

The Housing Authority is an independent public corporation authorized by the State under the Colorado Revised Statutes §29-4-501. It is governed by a seven-person Board of Commissioners and is subject to the requirements of the Code of Federal Regulations CFR 2§200.317 - §200.326; Appendix II to Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and 40 CFR §247 Comprehensive Guidelines for Products Containing Recovered Materials. Unison is a body corporate and politic agency, which was officially organized in 1974 and has been an approved housing counseling agency since 1978 by the U. S. Department of Housing and Urban Development (HUD). Though brought into existence by a resolution of the Adams County Board of Commissioners, Unison is a separate entity and operates independently of the Adams County, Colorado government.

Our mission is to work in partnership with diverse communities, to promote economic self-sufficiency, to preserve and expand affordable housing opportunities, and to enhance the livability of neighborhoods in Adams County.

In keeping with its mandate to provide efficient and effective services and a safe environment, Unison is now soliciting proposals from qualified, licensed, and insured firms to provide services for Unison owned communities while remaining in compliance with State and local laws, federal regulations, guidelines and requirements. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined and any designated attachments within this document in its entirety.

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**2.0 RFP INFORMATION AT A GLANCE**

<b>UNISON CONTACT PERSON</b>	Kirk Kemp Procurement Specialist kkemp@unisonhp.org
<b>Q &amp; A DEADLINE</b>	All Questions are due – <b>Wednesday, January 15th , 2020 by 2:00PM</b>  Questions <b><u>must be submitted in writing</u></b> on provided Request For Information form, <b>Attachment A</b>
<b>SUBMISSION DEADLINE</b>	<b>Tuesday, January 28<sup>th</sup>, 2020 by 2:00 PM M.S.T.</b> Attn: Procurement Specialist Unison Housing Partners 3033 W. 71 <sup>st</sup> Ave, Suite 1000 Westminster, CO 80030 8:00 AM to 4:00 PM, Monday through Friday
<b>SUBMISSION REQUIREMENTS</b>	<b>All responses must be received prior to the bid deadline and include the following:</b> <ul style="list-style-type: none"><li>• Submit three (3) complete "hard copy" proposals in separate <u>three-ring binders with section divider pages, tabs extended and labeled.</u> Submissions will be received in-hand and time/date-stamped upon receipt. See Section 8.0, Proposal Format, for instructions. <b><u>AND</u></b></li><li>• One (1) unbound original OR one copy in electronic format, either CD disc or thumb drive.</li></ul>

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**3.0 UNISON'S RESERVATION OF RIGHTS:**

- 3.1** Unison reserves the right to reject any or all proposals, to waive any formality in the procurement process, or to terminate this procurement process at any time, if deemed by Unison to be in its best interests.
- 3.2** Unison reserves the right not to award a contract pursuant to this RFP solicitation.
- 3.3** Unison reserves the right to terminate a contract awarded pursuant to this procurement, at any time for its convenience upon 10 days written notice to the successful responder(s) as further described in such contract.
- 3.4** Unison reserves the right to determine the days, hours, and locations that the successful responder(s) shall complete the work called for in this RFP.
- 3.5** Unison reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of Unison Procurement Specialist.
- 3.6** Unison reserves the right to negotiate the fees proposed by the proposed entity.
- 3.7** Unison reserves the right to reject and not consider any proposal that does not meet the requirements of this procurement, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 3.8** Unison shall have no obligation to compensate any proposer for any costs incurred directly or indirectly in responding to this RFP.
- 3.9** Unison shall reserve the right to at any time during the procurement or contract process prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accepting this procurement document and the attachments, each responder is thereby agreeing to abide by all terms and conditions listed within this document, within the attachments and further agrees that he/she will inform Unison in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by Unison that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve Unison, but not the prospective responder, of any responsibility pertaining to such issue.

**4.0 INTRODUCTION:** Unison Housing Partners is seeking qualified and experienced firms to provide Security Services for 14 Affordable Housing Communities located in Adams County, CO, part of the Greater Denver Metro Area. The **Scope of Work Attachment B** gives all housing communities that will be included in services provided. Services are to include but no limited to: nightly security patrolling to control and/or discourage any criminal activity around the properties and provide security to the residents who live on its properties. The contractor must have flexibility, capability, and capacity to provide varying number of security officers on a daily basis. Services shall include at a *minimum* of one (1) unarmed guard on each shift. Unison and contractor will determine schedule of property visits during contract negotiations. Prospective responder must demonstrate the attributes of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily fulfill this contract.

**5.0 SCOPE OF WORK (SOW):** The complete Scope of Work is found in **Attachment B** to this procurement.

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**6.0 COMPLIANCE:** All items furnished must comply in all respects to the standards and regulations established by Federal and Colorado State Laws. Vendor must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1837(h), section 508 of the Clean Water Act (33 U.S.C. 1368), Environmental Protection Agency regulations (40 CFR), and OSHA Enforcement Procedures for Occupational Exposure to Blood borne Pathogens Standard (29 CFR 1910.1030).

**7.0 PRICE AND FEE GUIDELINES:**

**7.1 Proposed Costs All-Inclusive:** All proposal amounts are inclusive of all related costs that the responder will incur during the execution of the contract, and must include all costs to the proposer.

**7.2 Tax Exempt:** Unison is exempt from sales and use tax and as such, the pricing should take into consideration the tax ex-exempt nature of Unison.

**7.3 Permit Fees and Inspections:** IF permit fees and inspections are connected with work resulting from this RFP, the contractor will be required to obtain any required permits and to ensure the completion of any inspections. Unison will reimburse, at cost, the permit fees.

**7.4 Trip Charges:** Proposers may not include a per trip charge(s). Proposers will need to calculate transports to and from each location as part of their overall costs and include as part of the submission.

**7.5 Additional Materials/Supplies/Equipment/Services:** It is possible that Unison will require additional materials/Supplies/Equipment/Services in support of the contract. In such cases, Unison and the Contractor will work together to achieve a mutually agreeable solutions and fees.

**7.6 Joint Ventures:** Joint Ventures will not be allowed under this procurement or in any contract resulting from this RFP.

**7.7 Subcontractors:** Subcontractors will not be allowed under this procurement or in any contract resulting from this RFP.

**7.8 Contract Options and Renewals:** It is anticipated that Unison will initially award a contract to perform services or perform work for a period not to exceed one year. Unison reserves the right to extend the contract, not to exceed a period of five years, which include options for renewal or extension. Bidders shall include pricing for potential options for renewal of contract not to exceed four options.

**7.9 Inspection of Records:** The Contractor shall maintain at the Contractor's designated main office, all records, and reports for the three (3) years following the expiration of termination of the contract. Files and documents related to installation at Unison properties must be made available for inspection by the agency, its representatives, or HUD during normal business hours upon a twenty-four (24) hours written notice. If applicable, Unison has the right to review Contractor employee's personnel records as pertaining to the Contract.

**7.10 Contractor Liability:** Damages caused by the Contractor or Contractor's employees while performing the services provided herein shall be the responsibility of the contractor and limited to the subsequent repair or replacement at owner's option of said damages or damaged property.

**7.11 Davis-Bacon:** Davis-Bacon Wage Requirements are **NOT** required for this contract.

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**7.11 Billing and Payments:** Contractor agrees to submit invoices monthly and no more than 30 days after completion of work. Unison payment terms are net 30, after receipt of invoice. Contractor agrees to submit invoices on a day of the month at Unison's choosing.

**8.0 PROPOSAL FORMAT: Tabbed Proposal Submittal:** All proposals submitted in response to this procurement must be formatted with the sequence noted below to be considered responsive. Each category must be separated by numbered index dividers, the number extending so that each tab can be located without opening the bid package, and labeled with the corresponding tab reference as noted below. None of the proposed services may conflict with any requirement Unison has published herein or has issued by addendum.

**8.1 TAB 1: Required Unison Attachments:** The following Unison attachment must be fully completed, signed, and submitted under Tab 1.

**8.1.1 Profile of Firm: Attachment C.** This 2 page form must be fully completed and submitted under Tab 1. Please indicate if the firm is a MBE or WBE.

**8.2 TAB 2: Affidavits and Certifications:** These one page forms must be fully completed and submitted under Tab 2.

**8.2.1 Non-Collusive Affidavit: Attachment D** must be submitted under Tab 2.

**8.2.2 Contractor's Certification of Compliance: Attachment E** must be submitted under Tab 2.

**8.3 TAB 3: Required HUD Forms:** HUD Form 5369B and HUD Form 5369A:

**8.3.1 HUD Form 5369A: Attachment F Certifications and Representations of Offerors.** HUD Form 5369A must be filled out, signed, and submitted under Tab 3 as part of the proposal package.

**8.3.2 HUD Form 5369B: Attachment G Instructions to Offerors Non-Construction.** The information in this attachment is for contractor informational purposes only. *Please do not return this attachment in your submission.*

**8.4 TAB 4: Section 3 and Equal Employment Opportunity**

**8.4.1 Section 3 Business Preference Documentation:** Any responder claiming Section 3 Business Preference shall include a completed Section 3 Business Preference Certification Form **Attachment H** along with documentation required by that form. If the responder does not claim Section 3 preference, please include under Tab 4 the statement "SECTION 3 BUSINESS PREFERENCE IS NOT BEING CLAIMED." Further information regarding Section 3 Business Preference may be found at the HUD website: <http://hud.gov/offices/fheo/section3/section3.cfm>

**8.4.2 Equal Employment Opportunity:** The responder must submit a copy of its Equal Opportunity Employment Policy, and any documentation it believes substantiates the declaration. I.E. practice and history of employing minorities and/or women in professional positions.

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**8.5 TAB 5: Managerial Capacity and Resumes:** Responder must submit under Tab 5 a concise description of its managerial capacity to deliver the proposed contract work/services, including:

**8.5.1 Resumes:** Brief professional resumes for the persons identified in Profile of Firm, Attachment B. Such information shall include the proposer's qualifications to provide the services, and a brief description of the background and current organization of the firm.

**8.5.2 Personnel:** Demonstrate staffing capacity and describe the responsibilities and authority for each working title that will apply to the execution of work with this project.

**8.6 TAB 6: Fiscal Capacity and Viability:** Responder must submit under Tab 6 a concise description of its fiscal standing and capacity to deliver the proposed work/services. Evidence of fiscal capacity is demonstrated by including one copy of the most recent year-end financial statement and one copy of an interim financial statement. Information is confidential and will not be shared.

**8.7 TAB 7: Proven Past Performance:** Bidder must submit under Tab 7 the following information:

**8.7.1 Past Experience:** Please submit under Tab 7 past work that closest reflects experience with Low-Income, Affordable Housing, Multi-Family Housing, or past work with other Housing Authorities. Proposers shall also submit a brief history and overview of firm.

**8.7.2 References:** Proposers shall submit references of former and/or current clients, include Public Housing Agencies, experience with low-income and affordable housing, for whom the proposer has performed similar or like services to those being proposed within this RFP. References should include, at a minimum: 1) Clients Name, 2) Name and phone number of Contact Person, and 3) A brief description of the Scope of Services.

**8.7.3 Additional Information:** Proposers may include other general information that the proposer believes is appropriate to assist Unison in its evaluation.

**8.8 TAB 8: Pricing and Proposed Services:** Please submit as fully detailed within Attachment B, Scope of Work, proposer's information concerning all pricing, fees, and costs of the proposed services that will be incurred in successful contractual fulfillment.

**8.8.1** Has a demonstrated understanding of the Housing Authority's requirements.

**8.8.2** The proposers technical approach include the appropriate labor categories, estimated hours and skill mix, and the proposers work plan to provide the required services.

**8.8.3** If appropriate, how staff are screened, trained, monitored and retained.

**8.8.4** Explanations and copies of forms that will be used and reports that will be submitted.

## **9.0 PROPOSAL SUBMISSION**

**9.1** Submit three (3) original signature hard copies in separate three ring binders, **and** one unbound copy and present in a sealed package as detailed in Section 8.0, Bid Format. The package exterior must clearly denote **RFP# 19-021** and have the responder's name and return address. The



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proposals will be time/date stamped when received at the Unison office no later than the submittal deadline. Proposals should be addressed and delivered to:

Procurement Officer  
Attention: RFP# 19-020  
Unison Housing Partners  
3033 W. 71<sup>st</sup> Ave, Suite 1000  
Westminster, CO 80030

**Proposals submitted after the published deadline will not be considered.**

**9.2 Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED. Responders are not allowed to change any requirements or forms herein, either by making or entering on these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to Unison by the Responder, such may invalidate that Proposal. If, after accepting a proposal Unison decides that any such entry has not changed the intent of the proposal, that Unison intended to receive, Unison may accept the proposal and the proposal shall be considered by Unison as if those additional marks, notations, or requirements were not entered on such. By downloading these documents, each prospective Responder that does so is thereby agreeing to confirm all notices that Unison delivers to him/her as instructed, and by submitting a Proposal, the Responder is agreeing to abide by all the terms and conditions published herein and by addendum pertaining to this procurement.

**9.3 Submission Responsibilities:** It shall be the responsibility of each Responder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by Unison, including this procurement document, the documents listed within Section 3.6, and any addenda and required attachments submitted by the Responder. By virtue of completing, signing, and submitting the completed documents, the Responder is stating their agreement to comply with all the conditions and requirements set forth within those documents. Written notice from the Responder not authorized in writing by Unison to exclude any of Unison requirements contained within the documents may cause that Responder to not be considered for award. Responders shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting the proposal. Failure to examine any requirements shall be at Responder's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.

**9.4 Contact with Unison:** It is the responsibility of the responder to address all communication and correspondence pertaining to the procurement process to the Unison Procurement Specialist only. Responders must not make inquiry or communicate with any other Unison staff member or official (including members of the Board of Commissioners) pertaining to this procurement without prior permission from the Procurement Officer. Failure to abide by this requirement may be cause for

**10.0 EVALUATION:**

**10.1 Criteria:** Unison intends to retain the successful responder pursuant to a "Best Value" basis, not necessarily a "Low Cost" basis. Unison will, as detailed within this document, consider factors other than cost in making the award decision. The initial evaluation will be reviewed for responsiveness as stated in 8.0 Proposal Format, i.e. meets the minimum requirements. Unison shall then select a panel of at least three reviewers to evaluate each of the proposals submitted in

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response to this procurement. The following criteria will be utilized by Unison to evaluate each submittal received:

POINT VALUE	CRITERIA
<b>25</b>	<b>MANAGERIAL CAPACITY:</b> Information from <b>Tab 5</b> will be used to score this section.
<b>25</b>	<b>FISCAL CAPACITY:</b> Information from <b>Tab 6</b> will be used to score this section.
<b>25</b>	<b>PROVEN PAST PERFORMANCE:</b> Information from <b>Tab 7</b> will be used to score this section.
<b>25</b>	<b>PRICING AND PROPOSED SERVICES:</b> Information from <b>Tab 8</b> will be used to score this section.
<b>100 points</b>	<b>TOTAL</b>

**10.2 Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation on the Unison evaluation panel. Similarly, all persons having ownership interest in and/or contract with a bidder entity will be excluded from participation on the evaluation panel.

**11.0 CONTRACT AWARD AND PROCEDURES:** If a contract is awarded pursuant to this procurement, the following procedures will be followed:

**11.1 Equal Proposals:** If equal proposals are received from responsive responders, award may be determined by an interview process.

**11.2 Final Scope of Work:** The final scope of work may be revised at Unison’s option based on, among other factors, the value of proposals received, and the availability of funds.

**11.3 Final Award:** Upon completion of the proposal evaluation process, Unison will formulate and forward to the Unison Executive Director (ED) for approval, a written award recommendation. The ED may choose to approve the award or the Unison ED may approve staff to take the award recommendation to the Unison Board of Commissioners at a scheduled board meeting for approval (typically for contracts with a total value greater than \$50,000). If so, the Board will then make its determination of whether or not to follow staff’s recommendation. If the recommendation is approved for award, all responders will receive a Notice of Results of Proposal. Contract price negotiations may, at Unison’s option, be conducted prior to or after the Board approval.

**11.4 Protesting Award:** Any protest against the award of a contract must be received within five (5) calendar days after contract award, or the protest will not be considered. All proposal protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at their discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented. The Contracting Officer shall issue a written decision within five (5) business days after receiving all required information regarding the protest.

**11.5 Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by Unison pursuant to the procurement:

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**11.5.1 Contract Form:** The form of contract will be negotiated after Contractor selection. Unison reserves the right to require a contract on Unison forms, and by submitting a proposal, the responder agrees to execute Unison's form of contract. However, Unison will consider any contract clauses that the responder wishes to modify and include therein, provided the responder makes such requests within 3 business days of the circulation of a form of contract. If Contractor and Unison are unable to negotiate a contract within 5 business days of initial contract circulation, Unison reserves the right to deem the initially selected contractor ineligible and initiate negotiations with another responder.

**11.5.2 Assignment of Personnel:** Unison shall retain the right to demand and receive a change in personnel assigned to the work if Unison believes that such change is in the best interest of Unison and the completion of the contracted work.

**11.5.3 Unauthorized Sub-Contracting Prohibited:** The successful responder shall not assign any right, nor delegate any duty for the work proposed pursuant to this procurement (including but not limit to, selling or transferring the contract) without the prior written consent of Unison. Any purported assignment of interest or delegation of duty, without the prior written consent of Unison shall be void and may result in the cancellation of the contract with Unison or may result in the full or partial forfeiture of funds paid to the successful proposal as a result of the proposed contract as determined by Unison

**11.6 Contract Period:** Successful contractors will begin work in accordance with a schedule mutually agreed upon by Contractor and Unison.

**11.7 Contract Service Standards:** All work performed pursuant to this procurement must conform and comply with all applicable local, state, and federal laws.

**11.8 Warranty/Guarantee:** All work provided by the Contractor shall be warranted or guaranteed by that Contractor for a period of the contract including any optional extensions in the contract.

**12.0 LICENSING AND INSURANCE:** Prior to award, the successful responder will be required to provide:

**12.1 Workers Compensation:** An original certificate evidencing the responder's current industrial (workers compensation) insurance carrier and coverage amount;

**12.2 General Liability:** An original certificate, evidencing "General Liability" insurance coverage, naming the Unison as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Housing Authority of the County of Adams, State of Colorado, as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000, together with damage to premises and fire damage of \$1,000,000 and medical expenses of any one person of \$100,000), with a deductible of not greater than \$1,000.

**12.3 Automotive:** An original certificate showing the responder's automobile insurance coverage in a combined single limit of \$1,000,000.00. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000.00/\$100,000.00 and medical pay of \$5,000.00.

**12.4 Licenses:** A copy of the responder's business license allowing that entity to provide such series within the County of Adams, Colorado or any local municipality located within the County of

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Adams, Colorado. Additionally, if applicable, a copy of the responder's license issued by the State of Colorado or the municipal licensing authority allowing the responder to provide the services in their jurisdiction detailed herein.

**12.5** A copy of the W-9.

**13.0 BILLING AND PAYMENTS:** Invoices shall be submitted as soon as available upon completion of work. Unison payment terms are net 30 days, after receipt of invoice.

**14.0 SCHEDULE OF ATTACHMENTS:** It is the responsibility of each bidder to verify that he/she has reviewed the following attachments pertaining to this procurement:

<b>Attachment A</b>	Request for Information
<b>Attachment B</b>	Scope of Work
<b>Attachment C</b>	Profile of Firm
<b>Attachment D</b>	Non-Collusive Affidavit
<b>Attachment E</b>	Contractor's Certification of Compliance
<b>Attachment F</b>	Certifications and Representations of Offerors
<b>Attachment G</b>	Instructions to Offerors – Non Construction
<b>Attachment H</b>	Section 3 Certification

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**REQUEST FOR INFORMATION**

**Attachment A**

**SUBMITTED BY:**

Firm: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**SUBMITTED TO:**

Kirk Kemp  
Procurement Specialist  
Unison Housing Partners  
kkemp@unisonhp.org

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**QUESTION:**

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**RFP# 19-020, Security Services  
ATTACHMENT B**

**SCOPE OF WORK**

**SCOPE OF SERVICES**

Unison Housing Partners is requesting bids from qualified firms to provide security services for the entire portfolio. The Scope of Work entails nightly security patrolling to control and/or discourage any criminal activity around the properties and provide security to the residents who live on its properties. The Contractor must have the flexibility, capability, and capacity to provide varying numbers of security officers on a daily basis. These services shall include one (1) unarmed guard on each shift. Unison Housing Partners and the contractor will determine schedule of property visits during contract negotiation.

A prospective responder must demonstrate the attributes of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform this contract. Security personnel shall act with a professional demeanor at all times. It is the agency's policy to conduct business only with the responsible, effective, and efficient security service firms.

**THRESHOLD OF SKILLS** All security personnel **shall patrol all** main entrances, all parking lots and all buildings, hallways, corridors, stairwells, recreation areas, lock gates to swimming pools, check locks on external entry doors, check all laundry rooms and maintenance areas, monitor alarm systems, where applicable. A foot patrol **MUST** be performed on each shift in each of the above areas. Schedules **MUST** include three (3) site visits per night – per property. Security personnel should conduct a survey of all exterior lightings for outages, check for broken windows and missing window screens, investigate incidence of graffiti, investigate fire alarms, monitor guest parking, monitor even overflow from resident's units, and may have direct community contact, i.e. accompany resident's to their unit from their vehicle, if requested. Security personnel must have a working knowledge of self-defense and public restraint procedures. They shall react quickly, take command of emergencies, and use sound judgment and discretion in handling unruly or trespassing members of the public. The Security personnel must be able to intervene when necessary to stop injurious acts. They shall be trained in cardiopulmonary resuscitation (CPR). Customer service is important and all Security Officers shall be responsive to the residents and Unison personnel.

**BILINGUAL IN SPANISH IS PREFERRED**

**DAYS AND HOURS OF SERVICE** Services are to be provided Sunday through Saturday, seven days a week. The services are needed to begin at 7:30pm and end at 5:30am, for a total of 10 hours per day.

**PERSONNEL** The selected firm must be able to provide certification to Unison that all Security personnel have a clear criminal record and a successful background investigation. In addition, personnel must pass a

pre-employment and on-going random drug testing. Security Personnel must be at least twenty-one (21) years of age and possess a minimum of three (3) years of law enforcement experience.

**UNIFORMS** The Security Personnel must wear the complete contractor's issued uniform, be unarmed, and use a marked vehicle, equipped with a radio or be in possession of a cell phone during all times during patrol of properties.

**LOG RECORDS AND INCIDENT REPORTS** Log records of each scheduled round must be maintained and a daily hard copy provided to each site Community Managers. The log record must include a start and end time for each round and the officer's name. Incident reports must include, but not limited to the time a problem was first identified, a clear description of the problem, person(s) involved in incident, a detail of any corrective action taken, notification of law enforcement and response, and time elapsed between identification and completed corrective action. Incident reports, when applicable, must be reported daily to the site Community Manager.

**QUALITY CONTROL PLAN** The contractor shall establish and maintain a comprehensive Quality Control Plan to assure a consistently high level of service through the term of the contract that meet or exceeds expectations. A monitoring system must specify methods of identifying and preventing deficiencies in the quality of services performed before the performance becomes unacceptable. Contractor shall provide training to all of their employees assigned to provide services under the Contract. The Contractor shall maintain training records and provide certification to Unison that all assigned personnel have satisfactorily passed all training programs.

**SERVICES DURING GLOBAL EMERGENCIES** In the event of a global emergency situation, Contractor shall continue to provide services under the Contract. A global emergency includes, but is not limited to, fires, floods, earthquakes, tornadoes, civil disturbances, riots, and other disasters in and around each of the agency's property sites. Contractor shall provide adequate staffing to ensure continued services to the extent determined by the agency's Director of Property Operations.

**INSPECTION OF RECORDS** The Contractor shall maintain at the Contractor's designated main office, all records, and reports for five (5) years following the expiration of termination of the contract. Files and documents related to patrolling Unison properties must be made available for inspection by the agency, its representatives, or HUD during normal business hours upon a twenty-four (24) hours written notice. If applicable, Unison has the right to review Contractor employees' personnel records as pertaining to the Contract.

**WARRANTY/GUARANTEE** All work provided by the Contractor pursuant to any Contract that ensues from this RFP shall be warranted or guaranteed by the Contractor for a period of time of the Contract.

## UNISON LOCATIONS

Alto Apartments  
3033 W. 71<sup>st</sup>. Avenue  
Westminster, CO 80030

Aztec Villa Apartments  
8675 Mariposa Street  
Thornton, CO 80260

Casa Redonda Senior Housing  
1084 W. 69<sup>th</sup> Avenue  
Denver, CO 80221

Creekside Place Apartments  
9189 Gale Blvd.  
Thornton, CO 80260

Crossing Pointe North  
4220 W. 104<sup>th</sup> Avenue  
Thornton, CO 80232

Orchard Crossing Apartments  
4183 West 72<sup>nd</sup> Avenue  
Westminster, CO 80030

Orchard Hill Senior Apartments  
1383 W. 80<sup>th</sup> Avenue  
Thornton, CO 80260

Overlook Apartments  
647 West 91<sup>st</sup> Avenue  
Thornton, CO 80260

Terrace Garden Apartments &  
Susan Kay Apartments  
7100 Hooker Street  
Westminster, CO 80030

Village of Greenbriar Apartments  
8290 N. Federal Blvd.  
Westminster, CO 80031

Village of Yorkshire Apartments  
10370 Brendon Way  
Thornton, CO 80229

Waterview Apartments  
1620 Coronado Parkway  
Denver, CO 80229

Zuni Plaza Apartments  
7595 Zuni Street  
Westminster, CO 802



**RFP# 19-020, SECURITY SERVICES  
PROFILE OF FIRM – Two Pages  
Attachment C**

**This Form must be fully completed and placed under Tab #1 of the proposal submittal.**

This form must be completed by and for each subcontractor.

1. Prime Contractor \_\_\_\_\_ Subcontractor \_\_\_\_\_
2. Name of Firm: \_\_\_\_\_
3. Address: \_\_\_\_\_  
City, State, Zip: \_\_\_\_\_
4. Please attach a brief biography/resume of the company, including the following information:
  - (a) Year Firm Established,
  - (b) Year Firm Established in Colorado,
  - (c) Former Name and Year Established (if applicable),
  - (d) Name of Parent Company and Date Acquired (if applicable).

5. Identify Principals/Partners in Firm & submit under Tab #5 a brief professional resume for each

NAME	TITLE	% OF OWNERSHIP

6. Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab #5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

7. Proposer Diversity Statement: You must circle all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

- Caucasian                       Public-Held                       Government                       Non-Profit  
 American (Male)                      Corporation                      Agency                      Organization  
 \_\_\_\_\_%                      \_\_\_\_\_%                      \_\_\_\_\_%                      \_\_\_\_\_%

Resident- (RBE), Minority- (MBE), or Woman-Owned (WBE) Business Enterprise (Qualifies by virtue of 51% or more ownership and active management by one or more of the following:

- Resident-  African  \*\*Native  Hispanic  Asian/Pacific  Hasidic  Asian/Indian  
 Owned\*    American    American    American    American    Jew    American  
 \_\_\_\_\_%    \_\_\_\_\_%    \_\_\_\_\_%    \_\_\_\_\_%    \_\_\_\_\_%    \_\_\_\_\_%    \_\_\_\_\_%

Woman-Owned (MBE) \_\_\_\_\_%  
 Woman-Owned (Caucasian) \_\_\_\_\_%  
 Disabled Veteran \_\_\_\_\_%  
 Other (Specify): \_\_\_\_\_%

WMBE Certification Number: \_\_\_\_\_

Certified by: \_\_\_\_\_

(NOTE: A CERTIFICATION/NUMBER NOT REQUIRED TO PROPOSE – ENTER IF AVAILABLE)

8. Federal Tax ID No.: \_\_\_\_\_

9. State of Colorado License Type and No.: \_\_\_\_\_

10. Worker's Compensation Insurance Carrier: \_\_\_\_\_

Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

11. General Liability Insurance Carrier: \_\_\_\_\_

Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

12. Professional Liability Insurance Carrier: \_\_\_\_\_

Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

13. Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of Colorado, or any local government agency within or without the State of Nevada? Yes  No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

14. Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the ACHA? Yes  No

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

15. Verification Statement: The undersigned proposer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the ACHA discovers that any information entered herein is false, that shall entitle the ACHA to not consider nor make award or to cancel any award with the undersigned party.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Phone: \_\_\_\_\_

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

**RFP# 19-020, SECURITY SERVICES  
NON-COLLUSIVE AFFIDAVIT**

**ATTACHMENT D**

By submission of this bid or proposal, the bidder certifies that:

This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor;

This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this project, to any other bidder, competitor, or potential competitor;

No attempt has been or will be made to induce any other person, partnership, or corporation to submit or not to submit a bid or proposal or to fix overhead, profit, or cost element of said bid price, or that of any other or to secure any advantage against the Housing Authority;

The person, signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf;

That attached hereto (if a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

\_\_\_\_\_, deposes and says that he/she is the party making the foregoing proposal or bid for Unison Housing Security Services, that such proposal or bid is genuine and not collusive, and that all stats herein are true.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

**RFP# 19-020, SECURITY SERVICES  
Attachment E**

**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statute, §8-17.5-101, *et. seq.*, effective August 7, 2006, as prerequisite to entering into a contract for services with Adams County Housing Authority, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien and that the Contractor has participated or attempted to participate in the Basic Pilot Program, also known as E-Verify (created in Pub. L. 104-208, as amended, and expanded in Pub. L. 108-156, as amended, that is administered by the United States Department of Homeland Security), in order to verify that it does not employ any illegal aliens.

CONTRACTOR:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Note: Registration for the Basic Pilot Program, also known as E-Verify, can be completed at: <https://e-verify.uscis.gov/enroll/StartPage.aspx?JS=YES> . It is recommended that employers review the sample "Memorandum Of Understanding" available at the website prior to registering.

**Certifications and  
Representations  
of Offerors  
Non-Construction Contract**

**RFP# 19-020, SECURITY SERVICES  
ATTACHMENT F**

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

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

**1. Contingent Fee Representation and Agreement**

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

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

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

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

**2. Small, Minority, Women-Owned Business Concern Representation**

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

- (a)  is,  is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b)  is,  is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c)  is,  is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- Black Americans                       Asian Pacific Americans
- Hispanic Americans                       Asian Indian Americans
- Native Americans                       Hasidic Jewish Americans

**3. Certificate of Independent Price Determination**

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

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

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);  
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

#### 4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
  - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
  - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

#### 5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

#### 6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

#### 7. Offeror's Signature

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

---

Signature & Date:

---

Typed or Printed Name:

---

Title:

---

## ATTACHMENT G

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



- 03201

## Instructions to Offerors Non-Construction

### 1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

### 2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

### 6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

### 3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/ HUD must receive the acknowledgment by the time specified for receipt of offers.

### 4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

### 5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

#### **7. Contract Award**

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

#### **8. Service of Protest**

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

#### **9. Offer Submission**

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]



**RFP# 19-020, SECURITY SERVICES  
ATTACHMENT H**

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 BUSINESS PREFERENCE  
IN CONTRACTING AND DEMONSTRATION OF CAPABILITY**

NAME OF BUSINESS: \_\_\_\_\_

ADDRESS OF BUSINESS: \_\_\_\_\_

TYPE OF BUSINESS:       Corporation       Partnership       Sole Proprietorship       Joint Venture

Attached is the following documentation as evidence of status:

**For business claiming status as a Section 3 resident-owned Enterprise:**

Copy of resident lease     Other evidence     Copy of evidence of participation in a public assistance program

**For the business entity as applicable:**

- |  |   |
|--|---|
| <input type="checkbox"/> Copy of Articles of Incorporation                                       | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate                                       | <input type="checkbox"/> Partnership Agreement        |
| <input type="checkbox"/> List of owners/stockholder and % of each                                | <input type="checkbox"/> Corporation Annual Report    |
| <input type="checkbox"/> Latest Board minutes appointing officers                                | <input type="checkbox"/> Additional documentation     |
| <input type="checkbox"/> Organization chart with names and titles and brief functional statement |   |

**For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:**

List of subcontracted Section 3 business and subcontract amount

**For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:**

- |  |   |
|--|---|
| <input type="checkbox"/> List of all current full time employees                           | <input type="checkbox"/> List of all employees claiming Section 3 status                                |
| <input type="checkbox"/> PHA Residential lease (less than 3 years from date of employment) | <input type="checkbox"/> Other evidence of Section 3 status (less than 3 years from date of employment) |

**Evidence of ability to perform successfully under the terms and conditions of the proposed contract:**

- |   |  |
|---|--|
| <input type="checkbox"/> Current financial statement    | <input type="checkbox"/> List of owned equipment                                       |
| <input type="checkbox"/> Statement of ability to comply | <input type="checkbox"/> List of all contracts for the past 2 years with public policy |

**SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES**

Number Of All Contracts Proposed: \_\_\_\_\_

Name Of Company: \_\_\_\_\_

Dollar Value Of All Contracts Proposed: \_\_\_\_\_

Project: \_\_\_\_\_

To The Greatest Extent Feasible, Contracts Will Be Awarded Through Negotiation or Bid To Qualified Project Area Businesses.

Goal of These Contracts for Project Area Businesses:

PROPOSED TYPE OF CONTRACT	APPROX. COST	PROPOSED TYPE OF CONTRACT	APPROX. COST

Outline The Program To Achieve These Goals For Economically And Socially Disadvantaged:

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**NOTE: To Complete The Affirmative Action Plan, Follow Steps Outlined In Attached Exhibit.**

SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PROJECT: \_\_\_\_\_

**NOTE: RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.**

	PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing)	SECTION 3 WORKFORCE PROJECTION (Residents)	TOTAL PROJECTED WORKFORCE INCREASE
TRAINEES			
APPRENTICES			
JOURNEYPERSONS			
LABORERS			
SUPERVISORY			
SUPERINTENDENT			
PROFESSIONAL			
CLERICAL			

**NOTARIZED**

Notary: \_\_\_\_\_

Date: \_\_\_\_\_

My Term Expires: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## SECTION 3 BUSINESS PREFERENCE CLAUSE

*This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).*

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135, the contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
- E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

## **PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES**

The Adams County Housing Authority has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

### **Priority I**

#### **Category 1a Business**

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

### **Priority II**

#### **Category 1b Business**

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

### **Priority III**

#### **Category 2a Business**

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

### **Priority IV**

#### **Category 2b Business**

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

### **Priority V**

#### **Category 3 Business**

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

### **Priority VI**

#### **Category 4a Business**

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

### **Priority VII**

#### **Category 4b Business**

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

### **Eligibility for Preference**

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

HUD directs within 24 CFR 135 that the ACHA may make award to qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid is:

- (a) within the maximum total contract price established by the ACHA; or
- (b) not more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

"X" = LESSOR OF:	
When the lowest responsive bid is less than \$100,000	10% of that bid, or \$9,000.00
When the lowest responsive bid is at least:	
\$100,000.00, but less than \$200,000.00	9% of that bid, or \$16,000.00
\$200,000.00, but less than \$300,000.00	8% of that bid, or \$21,000.00
\$300,000.00, but less than \$400,000.00	7% of that bid, or \$24,000.00
\$400,000.00, but less than \$500,000.00	6% of that bid, or \$25,000.00
\$500,000.00, but less than \$1,000,000.00	5% of that bid, or \$40,000.00
\$1,000,000.00, but less than \$2,000,000.00	4% of that bid, or \$60,000.00
\$2,000,000.00, but less than \$4,000,000.00	3% of that bid, or \$80,000.00
\$4,000,000.00, but less than \$7,000,000.00	2% of that bid, or \$105,000.00
\$7,000,000.00, or more	1.5% of the lowest responsive and responsible bid with no dollar limit