

Maiker Housing Partners

Request for Qualifications

RFP 22-025

504 ADA Consultant Services



Maiker
Housing Partners

Table of Contents

Section	Description	Page
1.0	About Maiker Housing Partners	3
2.0	Procurement Information at a Glance	3
3.0	Maiker’s Reservation of Rights	4
4.0	Introduction	4
5.0	Scope of Work	4
6.0	Compliance	5
7.0	Price and Fee Guidelines	5
8.0	Proposal Format	6
9.0	Proposal Submission	7
10.0	Evaluation	8
11.0	Contract Award and Procedures	8
12.0	Licensing and Insurance	10
13.0	Billing and Payments	10
14.0	Schedule of Attachments	10

RFP 22-025
June 2022

1.0 ABOUT MAIKER HOUSING PARTNERS

Adams County Housing Authority, dba Maiker 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, Family Self-Sufficiency Program (FSS), Financial Assistance Programs (rent/mortgage and utilities assistance). 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 1560 Section 8 Housing Choice Vouchers. Maiker owns and operates 14 residential properties with another property currently under construction, and two more properties under development.

2.0 RFP AT A GLANCE

MAIKER CONTACT PERSON	Kirk Kemp Procurement Specialist kkemp@maikerhp.org
Q & A DEADLINE	Monday, July 11th, 2022, 3:00PM MST Questions must be submitted in writing on provided Request For Information Form, Attachment A, to kkemp@maikerhp.org
SUBMISSION DEADLINE	Monday, July 25th, 2022, by 3:00 PM M.S.T. Kirk Kemp, kkemp@maikerhp.org or BidNet Direct Email submissions are acceptable provided all attachments are sized to be sent/received by email. there is no size limit if submitted to Bidnet Direct.
SUBMISSION REQUIREMENTS	Electronically formatted proposals must be clearly identified and divided according to the RFP Section 8.0 Proposal Format: <ul style="list-style-type: none">▪ Part 1 – Required Attachments▪ Part 2 – Section 3 and Equal Opportunity▪ Part 3 – Resumes and Qualifications▪ Part 4 – Proven Past Performance▪ Part 5 – Pricing and Fees▪ Part 6 - Additional Information
INTERVIEWS	Interviews <u>may</u> be held for top ranked proposers. If interviews are conducted, Maiker will notify those proposers of time and date.

RFP 22-025
June 2022

3.0 MAIKER’S RESERVATION OF RIGHTS:

- 3.1 Maiker 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 Maiker to be in its best interests.
- 3.2 Maiker reserves the right not to award a contract pursuant to this RFP solicitation.
- 3.3 Maiker 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 Maiker 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 Maiker 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 Maiker Procurement Specialist.
- 3.6 Maiker reserves the right to negotiate the fees proposed by the proposed entity.
- 3.7 Maiker 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 Maiker shall have no obligation to compensate any proposer for any costs incurred directly or indirectly in responding to this RFP.
- 3.9 Maiker 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 Maiker in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by Maiker that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve Maiker, but not the prospective responder, of any responsibility pertaining to such issue.

4.0 INTRODUCTION: Maiker Housing Partners, the Housing Authority of Adams County, seeks a consultant to guide the organization through the planning and implementation of a 504 Voluntary Compliance Agreement (VCA). Specifically, Maiker seeks support in the development and implementation of a 504 Compliance Plan for the Housing Choice Voucher Program, the Property Operations Program, the Housing Development Program, and other areas indicated in the HUD VCA.

5.0 SCOPE OF WORK (SOW):

Description: We anticipate the successful application will clearly articulate the following:

- Significant knowledge and experience with 504 compliance and implementation of VCAs
- An approach, plan and proven set of tools for overall VCA project management
- A proven ability to facilitate the delivery of team deliverables to meet specific timelines

RFP 22-025
June 2022

The VCA will begin as is feasible with schedules of Maiker Housing Partners and contractor focused on physical improvements at our properties. Copy of Maiker VCA is available upon request from the Maiker Procurement Specialist. The consultant will primarily serve to assess compliance and project manage interventions in the following areas:

- Accessibility needs assessment Maiker’s main office, common areas and non-housing facilities of housing communities owned by Maiker to identify barriers to physical accessibility.
- Based on needs assessment assist Maiker in developing a transition plan detailing efforts to make housing programs accessible to and usable by individuals with disabilities.
- Assist Maiker with the procurement of contractors, planning and management of transition plan execution through to completion of projects.
- Review and certify that the accessible unit, common area, and non-housing facilities alterations pursuant to the transition plan have been completed in accordance with applicable federal accessibility requirements.
- Review of plans for new construction. Maiker currently has two (2) construction projects beginning soon.

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. Third party costs, such as for reproduction services, will be reimbursed at cost. Contractor should clearly specify anticipated reimbursable expenses in the proposal, including the type of expense, the basis of reimbursement, any applicable unit costs, and the specified allowances.
- 7.2 Tax Exempt:** Maiker is exempt from sales and use tax and as such, the pricing should take into consideration the tax-exempt nature of Maiker.
- 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 and required permits and to ensure the completion of any inspections. Maiker 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 their submission.
- 7.5 Additional Materials/Services:** It is possible that Maiker will require additional materials/services in support of the contract. In such cases, Maiker and the Contractor will work together to achieve a mutually agreeable solutions and fees.
- 7.6 Personnel & Equipment:** Contractor agrees to furnish all equipment and fully trained personnel necessary to perform the services specified herein and agree to perform said

RFP 22-025
June 2022

services in a timely, professional, and workmanlike manner. The contractor may not sub-contract services to a third party without written consent from Maiker Procurement Officer.

- 7.7 Contract Options and Renewals:** It is anticipated that the work performed according to the contract issued resulting from this procurement, will end when the work as detailed in the Scope of Work is satisfactorily completed and agreed upon by Maiker.
- 7.8 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 or termination of the contract. Files and documents related to installation at Maiker properties must be made available for inspection by the agency, its representatives, or HUD during normal business hours upon twenty-four (24) hours written notice. If applicable, Maiker has the right to review Contractor employee's personnel records as pertaining to the Contract.
- 7.9 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.
- 8.0 PROPOSAL FORMAT:** Proposals submitted in response to this procurement must be in the sequence below to be considered responsive. Each item must be submitted in the order given below.

8.1 PART 1: Required Attachments:

- 8.1.1 Profile of Firm: Attachment B.** This 2-page form must be fully completed and submitted. Please indicate if the firm is MBE or WBE.
- 8.1.2 Attachment C.** Contractor's Certification of Compliance
- 8.1.3 Form HUD 5396C Attachment D.** Certifications and Representations of Offerors.

8.2 PART 2: Section 3 and Equal Employment

- 8.2.1 Section 3 Business Preference Documentation: Attachment E** For any responder claiming a Section 3 Business Preference, shall include the fully completed and executed Section 3 Business Preference Certification Form and any documentation required by that form. If no Section 3 preference is claimed, please insert under Tab 3" "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>
- 8.2.2 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.

8.3 PART 3: Resumes and Qualifications: Responder must submit a concise description of its managerial capacity to deliver the proposed contract work/services.

- 8.3.1 Resumes:** Brief professional resumes for the persons identified in Profile of Firm and/or all individuals who will be working in connection with the project

RFP 22-025
June 2022

identified in this RFP. Attachment B. Such information shall include the proposer's qualifications to provide the services, and a brief history and overview of individual or firm.

8.3.2 Workload: Please indicate the proposer's current workload and ability to perform this project within the timeframe required.

8.4 PART 4: Proven Past Performance: Proposer must submit the following information:

8.4.1 Experience: Past work that closest reflects experience with Low-Income, Affordable Housing, Multi-Family Housing, or past work with other Housing Authorities.

8.4.2 References: Proposers shall submit references of former and/or current clients, experience with low-income and affordable housing (if any), and 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) Phone number of Contact Person, and 3) A brief description of services provided.

8.5 PART 5: Pricing and Fees: Please submit all information for pricing for proposed services **Attachment F** Proposers shall include pricing information concerning the proposed services that are fully detailed within Attachment A, Scope of Work.

8.6 PART 6: Additional Information: Please include other general information that the proposer believes is appropriate to assist Maiker in its evaluation.

9.0 PROPOSAL SUBMISSION

9.1 Submissions must clearly denote **RFP 22-025** and have the responder's name and return address. **Proposals submitted after the published deadline will not be considered.** Proposals should be submitted to:

Kirk Kemp – Procurement Specialist

kkemp@maikerhp.org

OR

BidNet Direct.com

9.2 Submission Conditions: DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED. If any such additional marks, notations or requirements are entered on any of the documents that are submitted to Maiker by the Responder, such may invalidate that Proposal. If, after accepting a proposal Maiker decides that any such entry has not changed the intent of the proposal, Maiker may accept the proposal and the proposal shall be considered by Maiker as if those additional marks, notations, or requirements were not entered. By downloading these documents, each prospective Responder that does so is thereby agreeing to confirm all notices that Maiker 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

RFP 22-025
June 2022

within all applicable documents issued by Maiker. By 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. 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 MAIKER: It is the responsibility of the responder to address all communication and correspondence pertaining to the procurement process to the Maiker Procurement Specialist only. Responders must not make inquiry or communicate with any other Maiker staff member of 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 Maiker to not consider a submittal received from the responder.

10.0 EVALUATION

10.1 Criteria: Maiker intends to retain the successful responder pursuant to a “Best Value” basis, not necessarily a “Low Cost” basis. Maiker 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. Maiker shall then evaluate each of the proposals submitted in response to this procurement.

MAX POINT VALUE	CRITERIA
30	RESUME AND QUALIFICATION - Part 3
30	PROVEN PAST PERFORMANCE - Part 4
40	PRICING AND FEES – Part 5
100 points	TOTAL

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 Maiker evaluation panel. Similarly, all persons having ownership interest in and/or contract with a bidder entity will be excluded from participation on the Maiker 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 Maiker’s option based on, among other factors, the value of proposals received, and the availability of funds.

RFP 22-025
June 2022

11.3 Final Award: Upon completion of the proposal evaluation process, Maiker will formulate and forward to the Maiker Executive Director (ED) for approval, a written award recommendation. The Maiker ED may choose to approve the award or the Maiker ED may approve staff to take the award recommendation to the Maiker Board of Commissioners at a scheduled board meeting for approval (typically for contracts with a total value greater than \$50,000).

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 Maiker pursuant to the procurement:

- **Contract Form:** The form of contract will be negotiated after Contractor selection. Maiker reserves the right to require a contract on Maiker's form, and by submitting a proposal, the responder agrees to execute Maiker's form of contract. However, Maiker 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 Maiker's circulation of a form of contract. If Contractor and Maiker are unable to negotiate a contract within 5 business days of initial contract circulation, Maiker reserves the right to deem the initially selected contractor ineligible and initiate negotiations with another responder.
- **Assignment of Personnel:** Maiker shall retain the right to demand and receive a change in personnel assigned to the work if Maiker believes that such change is in the best interest of MAIKER and the completion of the contracted work.
- **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 Maiker. Any purported assignment of interest or delegation of duty, without the prior written consent of Maiker shall be void and may result in the cancellation of the contract with Maiker 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 Maiker.

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

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.

RFP 22-025
June 2022

12.0 LICENSING AND INSURANCE REQUIREMENTS: 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 Maiker 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 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. Maiker 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:

Attachment A	Request for Information
Attachment B	Profile of Firm
Attachment C	Certification of Compliance
Attachment D	Certifications and Representations of Offerors
Attachment E	Section 3
Attachment F	Bid Form

RFP 22-025, ADA CONSULTANT SERVICES

REQUEST FOR INFORMATION

Attachment A

SUBMITTED BY:

Firm: _____ Date: _____

Name: _____

E-Mail: _____

SUBMITTED TO:

Kirk Kemp
Procurement Specialist
Maiker Housing Partners
kkemp@maikerhp.org

QUESTION(S):

SIGNATURE: _____

DATE: _____

**RFQ 22-025, ADA CONSULTANT SERVICES
PROFILE OF FIRM – Two Pages
Attachment B**

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: _____

**RFQ 22-025, ADA CONSULTANT SERVICES
CONTRACTOR'S CERTIFICATION OF COMPLIANCE
Attachment C**

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**

**RFQ 22-025, ADA CONSULTANT SERVICES
ATTACHMENT D**

**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:

RFQ 22-025, 504 ADA CONSULTANT SERVICES
ATTACHMENT E

**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:

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

**RFP 22-025, ADA CONSULTANT SERVICES
BID FORM
Attachment F**

1. **The undersigned responder agrees, if this proposal is accepted, to enter into an agreement with owner, in the form included in the RFP documents, to perform and furnish the work as specified or indicated in the RFP documents for the costs indicated in accordance with the other terms and conditions of the contract documents.**

2. **In submitting this proposal, Contractor represents that:**
 - a. Contractor agrees that Maiker Contract #22-025 will be the starting point for contract negotiation.
 - b. This proposal will remain subject to acceptance for 90 days after the day of the proposal deadline;
 - c. The owner has the right to reject this proposal;
 - d. Contractor accepts the provisions of the instructions and supplementary instructions provided;
 - e. Contractor has examined of all the RFP documents;
 - f. Contractor has visited the site and become familiar with the general, local, and site conditions of the project;
 - g. Contractor is familiar with federal state, and local laws and regulations;

3. **Contractor will complete the work in accordance with the Scope of Work for the amounts entered below for any areas that apply:**

- | | |
|---------------------------------------|----------|
| 1. Principal (Hourly) | \$ _____ |
| 2. Project Manager (Hourly) | \$ _____ |
| 3. Project Supervisor (Hourly) | \$ _____ |
| 4. Labor and Services | \$ _____ |
| 5. Materials | \$ _____ |

4. **Total of Services** \$ _____

Signature: _____ Date: _____

Company: _____