

Maiker Housing Partners

Request for Proposals

RFP 22-061 – Construction Management (CM)/General Contractor (GC)

New Apartment Construction
Claude Court, Thornton, Colorado



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1.0 ABOUT MAIKER HOUSING PARTNERS

Maiker Housing Partners, (Maiker), is the local Housing Authority that serves Adams County residents for whom conventional housing is unaffordable. 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. 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, Section 8 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. Maiker owns and manages over 2,000 units, with most being available at or below market rents, and we administer about 1,500 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 Title 24 of the Code of Federal Regulations (CFR). Maiker 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, Maiker is a separate entity and operates independently of the Adams County, Colorado government.

In keeping with its mandate to provide efficient and effective services and a safe environment, Maiker is now soliciting proposals from qualified, licensed, and insured entities to provide Construction Management / General Contractor ("CM/GC") services 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.

2.0 RFP INFORMATION AT A GLANCE

MAIKER CONTACT PERSON

Kirk Kemp
Procurement Specialist
kkemp@maikerhp.org

QUESTION & ANSWER DEADLINE

Questions due **Thursday, October 20th, 2022 at 3:00PM MST**
Questions **must be submitted in writing** on provided Request for Information (RFI) form, **Attachment A** to kkemp@Maikerhp.org

No questions should be directed to the project architect.

SUBMISSION DEADLINE

Submissions due **Thursday, November 3rd, 2022 by 3:00 PM MST**

This RFP is posted on BidNet Direct. Submissions may be made on that website or to Maiker at kkemp@maikerhp.org Email submissions are acceptable provided the bid small enough to be sent/received by email.

SUBMISSION REQUIREMENTS

Electronically formatted proposals must be clearly identified and divided according to the RFP Section 10 Proposal Format:

- Part 1 – Required Maiker Attachments
- Part 2 – Affidavits and Certifications
- Part 3 – Required HUD Forms
- Part 4 – Section 3 and Equal Opportunity
- Part 5 – Managerial Capacity and Resume
- Part 6 – Fiscal Capacity
- Part 7 – Experience/Proven Past Performance
- Part 8 – Pricing and Proposed Services

INTERVIEWS

Interviews **MAY** be held for top ranked proposers.

If conducted, Maiker anticipates conducting virtual interviews on or around the week of **November 14th, 2022, between 9:00am and 4:00pm.**

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 RFP process, or to terminate the RFP 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.
- 3.3** Maiker reserves the right to terminate a contract awarded pursuant to this RFP, 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 Officer (PO).
- 3.6** Maiker reserves the right to negotiate any fees and terms proposed.
- 3.7** Maiker reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals incorporating alternate or non-requested services.
- 3.8** Maiker shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 3.9** Maiker’s selection of a general contractor pursuant to this RFP is subject to approval by its financial partners, including its LIHTC investor and construction lender. Accordingly, Maiker reserves the right to reject, at any time during the RFP or contract process, any proposing firm that ultimately fails to meet the requirements of its financial partners.
- 3.10** Maiker shall reserve the right to at any time during the RFP 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 the RFP 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 is seeking a General Contractor for Construction Management and General Contractor services to construct a new affordable housing community at the intersection of 128th Avenue and Claude Court in Thornton, Colorado. Maiker will utilize Federal and State Low Income Housing Tax Credits for this development. Maiker has procured Van Tilbug, Banvard & Soderbergh (VTBS) as the Architectural and Engineering firm to design the overall project. VTBS and Maiker are currently in the design development phase but anticipate the ± 130,000 square foot development will include approximately 90 apartment units. The development will also include onsite parking as well as indoor and outdoor common area amenities. Contractor should assume hard costs of \$28 million. Please see **Attachment B** for ALTA Site Map & Preliminary Concepts.

5.0 BONDING REQUIREMENTS: The Contractor will be required to furnish an assurance of completion through a Payment and Performance bond for 100% of the contract price.

Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to conduct business in Colorado, and must be on the U.S. Treasury Circular Number 570 list, which can be located at http://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570_a-z.htm. The companies on the list are approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which company is licensed to do business.

6.0 INSURANCE REQUIREMENTS:

Contractor will be required to provide policies that are written for not less than the limits of required liability specified in Required Insurance Coverage, **Attachment C**, or as required by law, or as required by Owner's construction lender and equity investor, whichever coverage is greater.

- 6.1 All insurance will be placed with insurance carriers licensed in the State of Colorado and rated by A.M. Best Company as A- or better or as otherwise accepted by Maiker.
- 6.2 All Insurance policies (except Workers Compensation and Professional Liability) shall include as additional insured endorsements for the benefit of the Owner and each of Owner's financial partners in the project.
- 6.3 All coverage specified above shall waive any right of subrogation against the Owner and its financial partners. The policies shall state: "Permission is expressly granted to the insured to waive any right of subrogation against an individual, firm or corporation, provided such waiver is executed in writing prior to any occurrence giving rise to claims hereunder."

7.0 LICENSING REQUIREMENTS: Contractor will be required to provide a copy of its appropriate business license allowing that entity to provide the required services within Adams County, Colorado, and as applicable.

8.0 PROPOSAL SUBMISSION:

- 8.1 **Submission Documents:** Submit one (1) digital copy of submittal with electronic document clearly denote the above noted RFP number and must have the responder's name and return address. The proposal must be received by **Thursday, November 3rd, 2022, by 3:00 pm MST**

Proposals submitted after the published deadline will not be considered.

- 8.2 Submission Conditions:** Responders are not allowed to change any requirements or forms contained herein, either by making or entering onto 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 Maiker by the responder, such may invalidate the 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 shall be considered by Maiker as if those additional marks, notations or requirements were not entered on such. The responder thereby agrees to abide by all terms and conditions published herein and by addendum pertaining to this RFP.
- 8.3 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 Maiker, including the RFP document, the documents listed within, and any addenda and required attachments submitted. By virtue of completing, signing, and submitting the completed documents, the responder states his/her agreement to comply with all conditions and requirements set forth within those documents. Written notice from the responder not authorized in writing by Maiker to exclude any of the Maiker requirements contained within the documents may cause the proposal not to be considered for award.
- 8.4 Responder's Responsibilities - Contact with Maiker:** It is the responsibility of the responder to address all communication and correspondence pertaining to this RFP process to the Maiker Contact Person. Responders must not make inquiry or communicate with any other Maiker staff member or official (including members of the Board of Commissioners) pertaining to this RFP without prior permission from the Maiker Contact Person. Responders are not to contact the project architect or firm. Failure to abide by this requirement may be cause for Maiker to not consider a submittal received from any responder who has not abided by this directive.
- 9.0 SCOPE OF WORK:** The Contractor selected will be required to estimate, bid, procure, and manage all construction activities related to the project, including all duties necessary to successfully complete the project and satisfy inspection in accordance with the construction documents and applicable federal, state and local codes and requirements.
- 9.1 Enterprise Green Communities (EGC) and Zero Energy Ready Homes (ZERH):** All improvements will be designed and constructed to meet or exceed Enterprise Green Communities Criteria 2020. The project is also going through Zero Energy Ready Homes (ZERH) Certification per CHFA's underwriting/QAP requirements. The project will need to adhere to the ZERH National Program Requirements (Rev. 07). The Zero Energy Ready Homes (ZERH) and Enterprise Green Communities (EGC) Checklist are attached in **Attachment D**.
- 9.2 Pre-Construction Services:** Maiker anticipates conducting preconstruction services between the time of Contractor selection and construction loan closing on or around **Q3 2024**. Contractor shall review the intended project scope, provide cost estimation services, recommend scope alternatives, and work collaboratively with Owner, Architect and any contracted Owners Representative to determine the final project scope, budget and schedule.

The following is a list of services that will be required from the General Contractor:

1. Assist Owner and Architect in pre-construction services and design development to determine preliminary budget and assist with applications for financing.
2. Prepare an Initial Guaranteed Maximum Price proposal at a time to be determined; likely at 75% completion of Construction Documents.
3. Prepare a detailed construction schedule identifying major tasks to complete the project.
4. Participate in OAC meetings.

5. Assist in value engineering project components and prepare a detailed itemized VE list.
6. Provide and document competitive pricing from a minimum of three sub-contractors for all categories to be bid for construction, including substantiating that self-performed work is competitively priced. Our financing requires that the Owner maintain records demonstrating the competitive bidding so the GC will need to provide Maiker with documentation of its bidding process and results.

9.3 Anticipated Construction Schedule: Maiker estimates an 18-month construction period with the following major milestones tentatively set:

- Concept Design and Initial Schematic Design are ongoing
- Federal and State Low Income Housing Tax Credits were awarded to this project in November 2023
- **Q3 2023**-Initial Guarantee Maximum Price based on ~75% Construction documents
- **Q2 2024** - Construction Documents completed. Building Permits obtained. GMP needed by General Contractor
- **Q3 2024**- Construction Commencement -18 month anticipated duration

9.4 Construction Management: The selected Contractor will be required to provide all construction management activities including, but not limited to, the following:

- Management and supervision of all construction related activities and subcontractors.
- Coordination of all change orders and associated activities.
- Coordination of construction progress meetings with Architect and Owner team.
- Coordination of all trades, subcontractors, consultants, and other disciplines
- Coordination and scheduling with all municipal agencies, permitting entities, and other public and probate entities necessary to complete the project
- Coordination with public utilities as required
- Preparation of project timelines and budgets, updated monthly
- Coordination of all project manuals, warranties, and documentation.
- If Maiker engages an Owners Representative, selected contractor will work collaboratively with the selected firm

9.5 Project Close-Out Requirements: Upon completion of the project, Contractor will provide appropriate project close-out documentation, including but not limited to, the following:

- As-built drawings
- Certificates of Occupancy
- Inspection certifications
- Operations and maintenance manuals both hard copies and electronic
- Warranties and guarantees applicable to all appliances, equipment and materials
- Warranty work for a minimum of three (3) years
- Unconditional Releases from Contractor and Subcontractors
- Certified project accounting documents, as required by Maiker
- Possible trainings to Owner for major systems

- 10.0 PROPOSAL FORMAT: Electronic Format Submittal:** All proposals must be formatted with the sequence below to be considered responsive. Each PART must be separated and labeled with the corresponding part reference, noted below. None of the proposed services may conflict with any requirement Maiker has published herein or has issued by addendum.
- 10.1 PART 1: Required Maiker Attachments:** The following Maiker attachments must be fully completed, signed, and submitted under Part 1.
- 10.1.1 Profile of Firm: Attachment E.** This 2-page form must be fully completed and submitted under Part 1. Please indicate if the firm is an MBE or WBE.
- 10.1.2 Proposal Checklist and Acknowledgement: Attachment F.** This 1-page form must be fully completed and submitted under Part 1.
- 10.1.3 Joint Ventures:** The responder shall identify hereunder whether or not the proposal is a joint venture with another firm. Please remember that all information required from the responder must also be included for any joint venture. If no joint venture information is to be placed under this section, please insert a statement declaring: “NO JOINT VENTURE INFORMATION IS BEING PLACED HEREUNDER.”
- 10.2 PART 2: Affidavits and Certifications:** These one-page forms must be fully completed and submitted under Part 2.
- 10.2.1 Non-Collusive Affidavit : Attachment G.**
- 10.2.2 Contractor’s Certification of Compliance: Attachment H.**
- 10.3 PART 3: Required HUD Forms:** Responder must read HUD Forms and sign and agree to the regulations and instructions contained within the forms.
- 10.3.1 Form HUD 5369 Instructions to Bidders for Contracts: Attachment I.**
- 10.3.2 Form HUD 5396A Attachment J Representations, Certification sand Other Statements of Bidders**
- 10.3.3 Form HUD 50071 Certifications of Payments to Influence Federal Transactions: Attachment K.**
- 10.3.4 Form HUD 2530 Previous Participation Certification: Attachment L.**
- 10.3.5 Form HUD 4010 Federal Labor Standards: Attachment M** *Note: Responders must read and agree to the labor standards put forth in HUD Form 4010. There is nothing to sign and no need to include with your submission.*
- 10.4 PART 4: Section 3 and Equal Employment Opportunity**
- 10.4.1 Section 3 Business Preference Documentation:** For any responder claiming a Section 3 Business Preference, he/she shall include the fully completed and executed Section 3 Business Preference Certification Form **Attachment N** and any documentation required by that form. If the responder does not claim any Section 3 preference, please include under Part 5 a signed and dated statement stating: “SECTION 3 BUSINESS PREFERENCE IS NOT BEING CLAIMED.” Further information regarding Section 3

Business Preference may be found at the HUD website:
https://www.hud.gov/program_offices/fair_housing_equal_opp/section3/section3

10.4.2 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.

10.5 PART 5: Managerial Capacity: The proposer shall demonstrate capacity to perform the project as more fully detailed within Section 9.0, Scope of Work. The Capacity section shall contain at least the following information:

10.5.1 General

- Provide information demonstrating the firm's resources or ability to retain the resources necessary to provide the scope of the work.
- Identify current projects and workload to support a) Contractor's ability to effectively bid the project quickly after selection, and b) Contractor's ability to perform the project within the anticipated schedule.
- Considering anticipated timeline of project, please list resumes of team members proposed for this project

10.5.2 Litigation and Contract Disputes

- Provide information concerning any current or pending litigation and any litigation in which the firm has been involved over the past 5 years.
- Identify any project in the state of Colorado in the last 5 years where responder was party to a contract which was then terminated for cause by owner. Briefly describe the circumstances of such termination.
- If there are no litigations or events of contract termination as described above, provide a statement to that effect.

10.5.3 Personnel

- Provide working titles, job descriptions, responsibilities, and authority for each proposed individuals who will be working directly on the project for the duration of the contract.
- Provide a staffing schedule by name, position, and average estimated man-hours (assuming 8 hour days) per five-day week estimated on the project.
- Provide information as to how staff is retained, trained, and monitored especially as pertains to safety and quality control; demonstrate staffing capacity and experience.
- Provide a description of any services for which respondent anticipates using a subcontractor or third party consultant.

10.5.4 License to Conduct Business in Colorado

- Proposer must include copies of professional licenses relevant to performance of the work and in accordance with the *License Requirements* as described in Section 7.0 of this RFP.

10.6 PART 6: Financial Capacity: Provide information concerning the financial strength of the firm and its ability to withstand changing economic conditions.

- Provide evidence of fiscal capacity by including one copy of the most recent year-end audited financial statement and one copy of an interim financial statement, if available.

Information will remain strictly confidential and viewed by the Maiker selection committee only, and not shared with any another entity.

- Provide evidence of the firm’s current bonding capacity, demonstrating the ability to provide a 100% payment bond and 100% performance bond for a project this size.

10.7 PART 7: Experience:

10.7.1 Overview of Firm: Provide a narrative explaining proposing firm’s experience relevant to the project contemplated by this RFP. Topics to consider include:

- History and size of firm
- Experience working with LIHTC projects and with federally funded (HOME, CDGB) projects and the associated requirements, such as Davis Bacon.
- Experience working with affordable housing providers or programs
- Experience with projects of similar size, scope (4-story stick built, number of units)
- Experience and Compliance with Federal Section 3, Davis Bacon Wages, Minority and Women Owned Businesses
- Local Colorado experience, **including within the City of Thornton**
- Bonding capacity

10.7.2 Projects: Provide information regarding specific (most recent) projects of similar size and scope for which proposer acted in a similar capacity as required by this RFP. Project profiles, lists, or cut sheets should include:

- Project Type/Construction type
- Project size (SF and/or unit count)
- Project Date
- Capacity in which Contractor operated, with a brief description of services performed
- Approximate overall GMP and final costs AFTER change orders

10.7.3 Green Building Experience

Provide information regarding the proposing firm’s experience managing and constructing projects in compliance with Enterprise Green Communities and/or Zero Energy Ready Homes.

10.7.4 References

The proposer shall provide a list and contact information of at least three (3) former or current clients for whom the proposer has performed similar services to those being proposed herein.

10.8 PART 8: PRICING

10.8.1 Costs. Please include all documents related to costs of Contractor services to be provided in connection with completion of the project. For the purposes of calculating fees as a percentage of hard costs of construction, assume hard costs of \$28 million, before Contractor overhead, fees, bonding, insurance, and contingency. Submittal should include:

10.8.2 Bid Form: Submit a completed and signed “Bid Form” as provided in **Attachment O**. Contractor must enter the following Contractor cost items as a percentage (%) of the assumed hard cost amount shown above: Profit; Overhead; Other Fees (if any); Insurance; Payment and Performance Bonds; and Contractor Contingency.

11.0 PRICE AND FEE GUIDELINES

- 11.1 Davis-Bacon:** Davis Bacon wage rates are required for this project. Contractor shall use a third-party weekly wage reporting system such as LCP Tracker or other system approved by Maiker.
- 11.2 Section 3 Requirement** –HUD now requires full participation in Section 3 hiring practices for all projects receiving federal monies. Please see **Attachment N** – Section 10.4.1 for details.
- 11.3 Tax Exempt:** The Authority is exempt from State of Colorado and Adams County sales and use taxes. It is understood that the final construction contract amount shall reflect the appropriate State and County tax exemptions. Exemption certificates and numbers will be provided by the Authority prior to execution of Contract.
- 11.4 Preconstruction Services:** Contractor shall provide a fixed fee for pre-construction services to cover all anticipated activities during the period of time between Contractor selection and start of construction. Contractor should indicate if it is willing to waive all or a portion of the pre-construction services fee at execution of GMP contract and commencement of construction. Please refer to the Schedule for general timeline of preconstruction to GMP contract and start of construction.
- 11.5 Development Schedule:** For the purposes of responding to this RFP, Contractor shall assume an 18-20 month duration beginning with construction loan closing Q3 of 2024.
- 11.6 Bid Form – Profit, Overhead, Etc:** For the purposes of responding to this RFP, Contractor should assume a \$28 million cost of work, exclusive of Contractor’s fee, overhead, general conditions, and contingency. Please use **Attachment O**.
- 11.7** The General Contractor’s proposal shall be based on the cost of pre-construction services, general conditions, general requirements (if separate), and the General Contractor fee (overhead and profit) for the project. General Conditions must be fully disclosed and detailed.
- 11.8 Maiker is not requesting a GMP or IGMP Cost Estimate or Proposal at this time.** Rather, the GC selected through this RFP process will be required to provide a firm GMP proposal to the Owner prior to the commencement of construction on the project. The Owner has the right to reject any GMP proposal, or to require the GC to revise the GMP proposal prior to its acceptance. In the event that a GMP proposal is not developed that is acceptable to both the GC and Owner, the Owner will be free to select another General Contractor for the project.
- 11.9** Unless otherwise stated herein, the proposed fees and general conditions submitted by each responder are inclusive of all necessary costs to provide the proposed services, including, but not limited to: employee costs, benefits and services; clerical and back office support; overhead; profit; supplies; materials; licensing; Contractor liability; performance and payment bonds; scheduling; estimating; project management; meetings; mileage; quality control; safety; permit and inspection coordination; warranty coordination; temporary facilities; temporary utilities; on site equipment; tools and supplies; document reproduction; close-out requirements; and Contractor contingency.
- 11.10 General Conditions:** Itemized General Conditions should include firm amounts for all costs related to the following items:
- i. personnel and supervision
 - ii. quality control, safety, first aid, and security
 - iii. trailer equipment, supplies, power, services and consumables

- iv. technology and communications equipment and services
- v. vehicle, mileage and travel costs
- vi. printing and reproduction, signage, photography, postage
- vii. temporary storage trailers, fencing, sanitation, equipment and vehicles
- viii. small tools and supplies
- ix. samples and submittals
- x. routine and final clean activities
- xi. final punch, close-out, and warranty activities
- xii. any other general costs not specifically tied to subcontractor work.
- xiii. Itemized General Conditions should exclude the following line items:
- xiv. weather protection, winter conditions, and temporary heating allowance
- xv. snow removal allowance
- xvi. utilities serving residential buildings under construction
- xvii. dumpsters & trash removal for construction (excluding for job trailer)
- xviii. site conditions activities (traffic, access, lifts, scaffolding, silt fence, etc.) explicitly tied to construction work.
- xix. Owner costs, including:
 - xx. Owner's consultants, such as A&E
 - xxi. Permits and fees (building permits, trade permits, use tax, plan check)
 - xxii. Owner's builder's risk and liability insurance (exclusive of GC's builder's risk)
- xxiii. Materials testing
- xxiv. Owner Contingency

11.11 Right to Negotiate Final Fees: Maiker shall retain the right to negotiate the amount of fees that are paid to the successful responder, meaning the fees proposed may, at Maiker's options, be the basis for the beginning of negotiations. If such negotiations are not, in the opinion of Maiker successfully concluded within 5 business days, Maiker retains the right to end such negotiations and begin negotiations with the next rated responder. Maiker shall also retain the right to negotiate with and make an award to more than one responder, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).

11.12 Compliance: All items furnished must comply in all respects to the standards and regulations established by Federal and Colorado State Laws. Contractor 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), Executive Order 11738, Environmental Protection Agency regulations (40 CFR), and OSHA Enforcement Procedures for Occupational Exposure (29 CFR 1910.1030.) Contractor may be required to comply with Davis Bacon and Related Acts if requested by Owner. At the time of issuance of this RFP Davis Bacon requirements are not applicable.

11.13 Self-Performance: To the extent that Contractor ultimately desires to self-perform any portion of construction work under the GMP contract, Contractor will be required to competitively bid the work and provide Contractor's bid to owner at least 24 hours prior to the bid deadline.

12.0 ACCESS TO SITE: Claude Court is currently undeveloped land. Bidders may visit the site at their choosing. Please be respectful of nearby property owners when parking.

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- 13.0 EVALUATION CRITERIA:** The initial evaluation will be reviewed for responsiveness as stated in Section 10.0 *Proposal Format* (i.e. meets the minimum of the requirements). 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. Maiker shall then have a panel of at least three reviewers to evaluate each of the proposals submitted in response to this RFP. The following criteria will be utilized by Maiker to evaluate each submittal received:

MAX VALUE	POINT	CRITERIA
20		MANAGERIAL CAPACITY – Part 5
20		FINANCIAL CAPACITY – Part 6
25		EXPERIENCE – Part 7
35		PRICING – Part 8
100 POINTS		TOTAL

- 12.1 Interviews:** The top ranked proposers *may* be invited to an interview session. If interviews are conducted, the top ranked responders *may* be asked to submit a Best and Final proposal within one week of interview. If a top ranked responder does not respond to a Best and Final proposal request, the original proposal shall be used for final selection. Information collected from any interview process shall be factored into the final scoring and selection process.
- 12.2 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.

- 14.0 CONTRACT AWARD PROCEDURES:** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

- 14.1 Final Award:** Upon completion of the proposal evaluation process, Maiker staff will submit an award recommendation to the Executive Director (ED). 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.). If so, the Maiker Board will then make its determination of whether or not to follow staff’s recommendation. Upon final award approval, all responders will receive notice. Contract price negotiations may, at the Maiker's option, be conducted prior to or after ED and Board approval.
- 14.2 Protesting Award:** Maiker will accept any protest against the award of a contract that is received within ten (10) calendar days after contract award. All protests shall be in writing, submitted to the Maiker Contact Person, who shall issue a written decision on the matter. Maiker may, in its sole

discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented. Maiker shall issue a written decision within ten (10) business days after receiving all required information regarding the protest.

14.3 Contract Negotiations: After selection of a Contractor, Maiker and Contractor shall work diligently to agree upon the form of a GMP construction contract derived from AIA contract documents A133 and A201, which to be executed by both parties. Should Maiker and Contractor fail to successfully negotiate a contract within a reasonable time, in Maiker's sole discretion, Maiker reserves the right to cease negotiations and begin negotiations with the next top-ranked respondent.

14.4 Contract Conditions: The following provisions are considered mandatory conditions of any contract award made by Maiker pursuant to this RFP:

14.4.1 Contract Form: Maiker will only execute a contract on a form acceptable to Maiker. Maiker anticipates using AIA documents A133 and A201 as the basis of contract documents, which will be amended to meet Maiker requirements.

14.4.2 Access to Records and Records Retention: Owner, Owner's financial partners, any Federal grantor agency, and the Comptroller General of the United States, or any of their duly authorized representatives shall, until 8 years after final payment under the contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to the contract for the purpose of making audit, examination, excerpts, and transcriptions until all pending matters are closed.

14.4.3 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.

14.4.4 Unauthorized Sub-Contracting Prohibited: The successful responder shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited 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 bidder as a result of the proposed contract; either as determined by Maiker.

14.4.5 Contract Period: It is anticipated that Maiker will initially award a contract to perform these services to the top-rated responder for a period approximately 15 months, not including the pre-construction period.

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

14.4.7 Warranty/Guarantee: All work provided by any Contractor pursuant to any contract that ensues from this RFP shall be warranted or guaranteed by that Contractor for a period of one year or a time as indicated in the contract. Original copy of the warranties for products, equipment, and materials and specified warranty on labor must be submitted with the final invoice, unless permanently affixed to the materials and/or product and verified by Maiker staff before final payment will be issued.

14.4.8 Public Project: This project is a public project under Colorado law. Colorado law does not allow mechanic's liens against public property. The Colorado Public Works Act, C.R.S. § 38-26-101 et seq., provides alternate remedies for unpaid subcontractors and suppliers. Contractor agrees to notify all subcontractors that this is a public project.

14.4.9 Billing and Payment: As may be further detailed within the contract, to receive any payment due to the Contractor, the Contractor shall submit to Maiker a monthly draw showing percentage complete, any necessary releases, and, if applicable, certified payrolls in accordance with Davis-Bacon wage requirements. Maiker will process the payment within 30 business days after receipt of all necessary information.

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

Attachment A	Request for Information
Attachment B	ALTA Site Map & Preliminary Concepts
Attachment C	Insurance Requirements
Attachment D	Enterprise Green Communities and Zero Energy Ready Homes
Attachment E	Profile of Firm
Attachment F	Proposal Checklist and Acknowledgement
Attachment G	Non-Collusive Affidavit
Attachment H	Certification of Compliance
Attachment I	HUD 5369 Instructions to Bidders for Contracts
Attachment J	HUD5369A Representations and Certifications.
Attachment K	HUD 50071 Certification of Payments to Influence Federal Transactions
Attachment L	HUD 2530 Previous Participation Certification
Attachment M	HUD 4010 Federal Labor Standards
Attachment N	Section 3
Attachment O	Bid Form

RFP 22-061, CM/GC CLAUDE COURT
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):

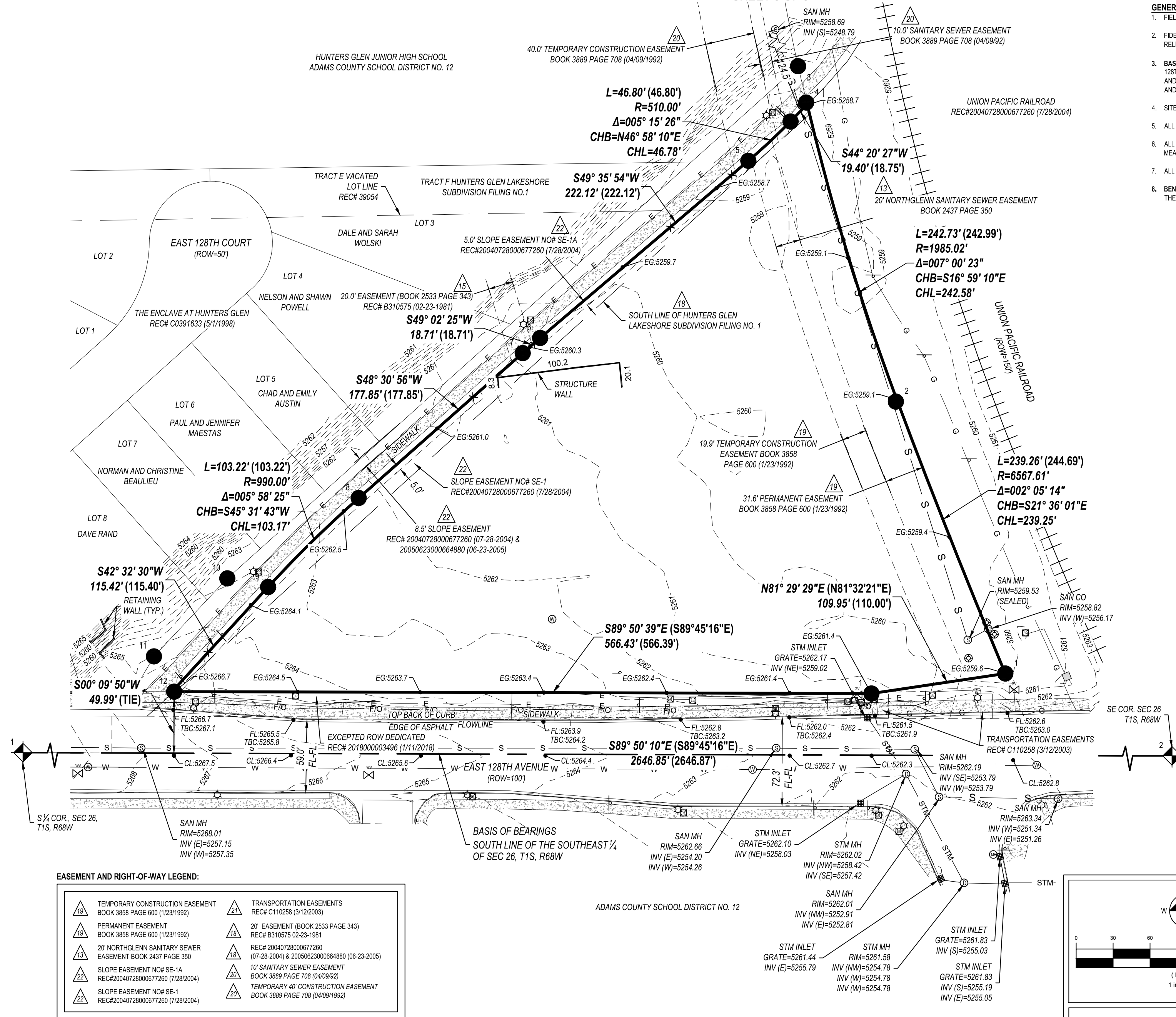
SIGNATURE: _____

DATE: _____

12800 CLAUDE COURT ALT/NSPS LAND TITLE SURVEY

LOCATED IN THE SOUTHEAST ONE-QUARTER OF SECTION 26, TOWNSHIP 1 SOUTH, RANGE 68 WEST OF THE 6TH P.M.
CITY OF THORNTON, COUNTY OF ADAMS, STATE OF COLORADO.

SHEET 3 OF 3



GENERAL NOTES:

1. FIELD WORK PERFORMED IN JANUARY 2021.
2. FIDELITY NATIONAL TITLE COMMITMENT 100-N0030429-030-858, AMENDMENT NO. 1, EFFECTIVE DATE OF MARCH 9, 2020 WAS RELIED UPON IN PREPARATION OF THIS SURVEY.
3. **BASIS OF BEARINGS:** BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SECTION 26, T1S, R68W ALONG E. 128TH AVE. BETWEEN A FOUND 3.25\"/>
4. SITE ADDRESS IS 12800 CLAUDE COURT, THORNTON, CO. 80241 (PER TITLE COMMITMENT)
5. ALL PROPERTY CORNERS WERE FOUND OR SET AS SHOWN ON THIS SURVEY.
6. ALL MEASUREMENTS IN PARENTHESES ARE PER RECORD DOCUMENT, ALL MEASUREMENTS IN BOLD ITALICS ARE AS MEASURED IN THE FIELD.
7. ALL LINEAR MEASUREMENTS WERE TAKEN USING THE U.S. SURVEY FOOT.
8. **BENCHMARK STATEMENT:** ELEVATIONS ARE BASED ON USGS BENCHMARK L411. A USGS CAP STAMPED NGS L411 LOCATED ON THE NORTHWEST CORNER OF THE INTERSECTION OF E. 104TH AVE. AND MARION ST. ELEVATION=5301.60 (NAVD88).

ABBREVIATION LEGEND:

EG: EXISTING GRADE
FL: FLOW LINE
TBC: TOP BACK CURB
CL: CENTERLINE
SL: SECTION LINE

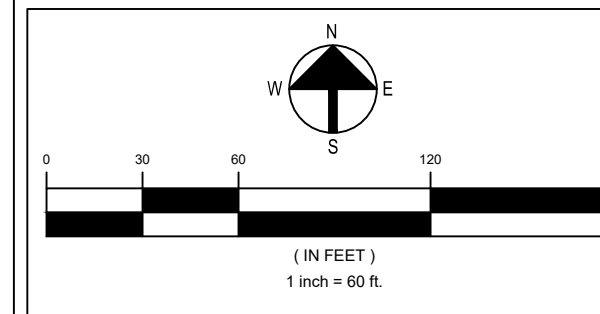
LEGEND:

- | | | |
|----|---|------------------------|
| 1 | FOUND 3.25\"/> | PROPERTY LINE |
| 2 | FOUND 3.25\"/> | ADJACENT PROPERTY LINE |
| 1 | FOUND #5 REBAR WITH RED PLASTIC CAP STAMPED \"27259\" | INTERIOR PROPERTY LINE |
| 2 | FOUND 3.25\"/> | EASEMENT |
| 3 | FOUND 3.25\"/> | EXISTING CONCRETE |
| 4 | FOUND 3.25\"/> | ASPHALT |
| 5 | FOUND 3.25\"/> | RAILROAD TRACKS |
| 6 | FOUND 3.25\"/> | EXISTING CONTOUR |
| 7 | FOUND 3.25\"/> | SPOT ELEVATION |
| 8 | FOUND 3.25\"/> | SIGN |
| 9 | FOUND 3.25\"/> | LIGHT POLE |
| 10 | FOUND 3.25\"/> | BOLLARD |
| 11 | FOUND 3.25\"/> | GAS VALVE |
| 12 | FOUND 3.25\"/> | GAS LINE |
| 13 | FOUND 3.25\"/> | F/O FIBER OPTIC LINE |
| 14 | FOUND 3.25\"/> | UTILITY BOX |
| 15 | FOUND 3.25\"/> | UTILITY PEDESTAL |
| 16 | FOUND 3.25\"/> | ELECTRIC LINE |
| 17 | FOUND 3.25\"/> | ELECTRIC METER |
| 18 | FOUND 3.25\"/> | ELECTRIC BOX |
| 19 | FOUND 3.25\"/> | MANHOLE |
| 20 | FOUND 3.25\"/> | WATER MANHOLE |
| 21 | FOUND 3.25\"/> | WATER VALVE |
| 22 | FOUND 3.25\"/> | WATER LINE |
| 23 | FOUND 3.25\"/> | STORM SEWER MANHOLE |
| 24 | FOUND 3.25\"/> | STORM INLET |
| 25 | FOUND 3.25\"/> | STORM SEWER |
| 26 | FOUND 3.25\"/> | SANITARY SEWER MANHOLE |
| 27 | FOUND 3.25\"/> | SANITARY CLEANOUT |
| 28 | FOUND 3.25\"/> | SANITARY SEWER |

EASEMENT AND RIGHT-OF-WAY LEGEND:

- | | | | |
|----|---|----|--|
| 19 | TEMPORARY CONSTRUCTION EASEMENT
BOOK 3858 PAGE 600 (1/23/1992) | 21 | TRANSPORTATION EASEMENTS
REC# C110258 (3/12/2003) |
| 19 | PERMANENT EASEMENT
BOOK 3858 PAGE 600 (1/23/1992) | 18 | 20' EASEMENT (BOOK 2533 PAGE 343)
REC# B310575 02-23-1981 |
| 19 | 20' NORTHGLENN SANITARY SEWER
EASEMENT BOOK 2437 PAGE 350 | 18 | REC# 20040728000677260 (07-28-2004) & 20050623000664880 (06-23-2005) |
| 22 | SLOPE EASEMENT NO# SE-1A
REC#20040728000677260 (7/28/2004) | 20 | 10' SANITARY SEWER EASEMENT
BOOK 3889 PAGE 708 (04/09/92) |
| 22 | SLOPE EASEMENT NO# SE-1
REC#20040728000677260 (7/28/2004) | 20 | TEMPORARY 40' CONSTRUCTION EASEMENT
BOOK 3889 PAGE 708 (04/09/1992) |

ADAMS COUNTY SCHOOL DISTRICT NO. 12



DATE: 2.8.2021
JOB NO: 20-199

DRAWN BY: BCW
CHECKED BY: KWF



3461 Ringsby Ct, Suite 125
Denver, CO 80216
info@altitudelandco.com
AltitudeLandCo.com

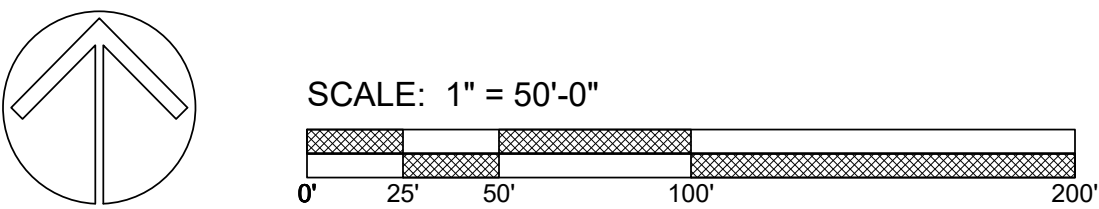
SCHEME 1C
3 STORY WALK UP
INTEGRATED CLUB HOUSE
80 UNITS
116 PARKING SPACES (1.45 PER DU)
+/- 100,000SF

@\$300K/UNIT = \$24.0 MILLION = \$240/SF

Claude Court Scheme 1C				
	1 Bedroom Unit A 675	2 Bedroom Unit B 900sf	3 Bedroom Unit C 1250sf	Total
Floor 3	12	11	5	28
Floor 2	12	10	6	28
Floor 1	10	9	5	24
Total	34	30	16	80
	42%	38%	20%	100%



SCHEME 1C



PRELIMINARY CONCEPTS
September 22, 2022

PREPARED FOR:
MAIKER Housing Partners
3033 W. 71st Avenue, Suite 1000
Westminster, CO 80030

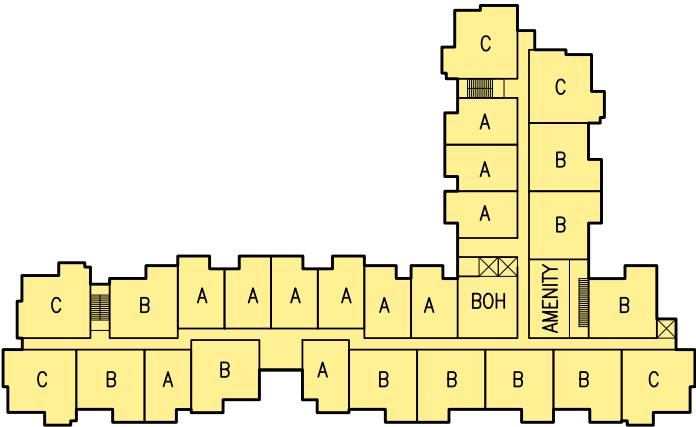
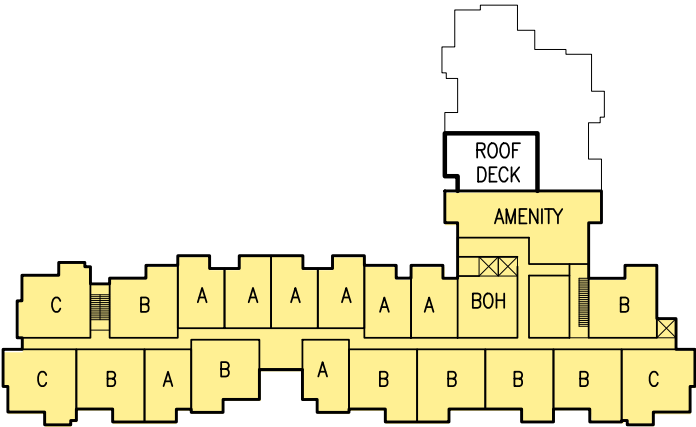
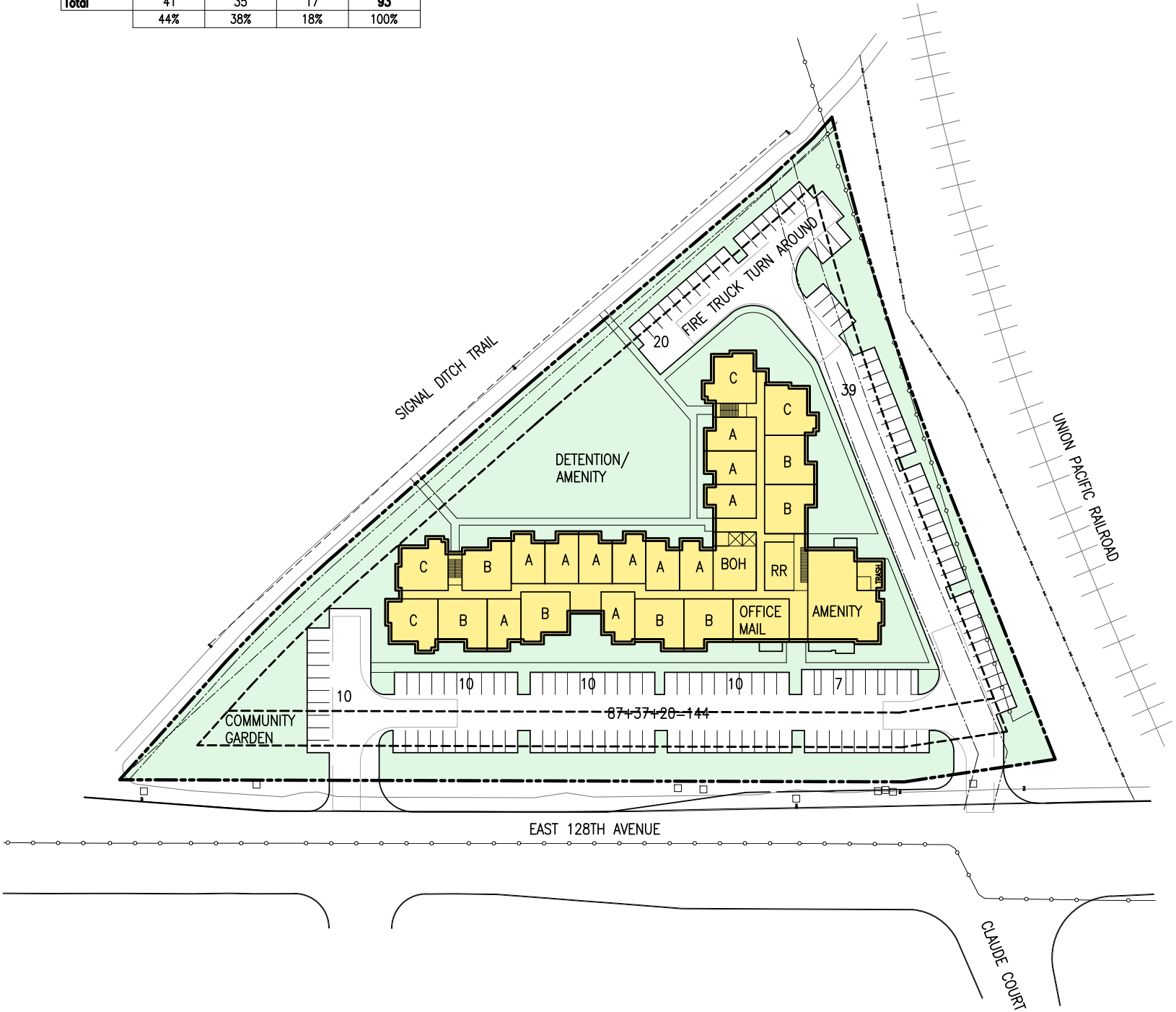
CLAUDE COURT RESIDENCES
12800 CLAUDE COURT
THORNTON, COLORADO

SCHEME 4
3 AND 4 STORY ELEVATOR BUILDING
ON STREET PARKING
97 UNITS
146 TOTAL PARKING SPACES (1.5X PER DU)

+/- 135,000SF

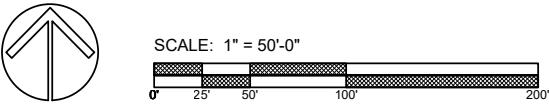
@\$300K/UNIT = \$27.9 MILLION = \$207/SF

Claude Court Scheme 4				
	1 Bedroom Unit A 675	2 Bedroom Unit B 900sf	3 Bedroom Unit D 1250sf	Total
Floor 4	8	8	3	19
Floor 3	11	10	5	26
Floor 2	11	10	5	26
Floor 1	11	7	4	22
Total	41	35	17	93
	44%	38%	18%	100%



SCHEME 4

CLAUDE COURT RESIDENCES
12800 CLAUDE COURT
THORNTON, COLORADO



PRELIMINARY CONCEPTS
September 13, 2022

PREPARED FOR:
MAIKER Housing Partners
3033 W. 71st Avenue, Suite 1000
Westminster, CO 80030

RFP 22-061, CM/GC CLAUDE COURT
REQUIRED INSURANCE COVERAGE
Attachment C

1. Worker's compensation insurance in accordance with applicable law, including employer's liability as follows.

Workers' Compensation and Employers' Liability

- | | |
|--------------------------|--------------------------------|
| A. State of Colorado: | Statutory |
| B. Applicable Federal: | Statutory |
| C. Employer's Liability: | \$100,000 Each Accident |
| | \$500,000 Disease-Policy Limit |
| | \$100,000Disease-Each Employee |

D. Waiver of Subrogation

2. Commercial general liability insurance in the amount of \$1,000,000 combined single limit bodily injury and property damage, each occurrence; \$2,000,000 general aggregate, and \$2,000,000 products and completed operations aggregate. Such insurance shall be written on an occurrence form; coverage cannot be provided under a "Claims-Made" or "Modified Occurrence" policy without the prior, express written consent of the Owner. Coverage shall include all major divisions of coverage and be on a comprehensive basis, including:

- a. premises operations;
- b. personal injury and advertising liability;
- c. blanket contractual;
- d. broad form property damage, including completed operations;
- e. medical payments;
- f. products and completed operations;
- g. independent contractors coverage;
- h. explosion, collapse and underground (not to be excluded, limited, or restricted);
- i. coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction contractor; and Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

Other General Liability Conditions:

1. Products Liability coverage for any products manufactured, assembled, or otherwise worked on away from the Work site
2. Completed Operations shall be maintained for the statute of repose period. Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.
3. Contractor agrees that the insurance afforded the Owner and "additional Insureds" is primary.
4. Waiver of Subrogation is to be endorsed to the policy for the benefit of the "Insured Parties."

3. Commercial Automobile liability insurance on owned and non-owned vehicles used on the Project or in connection therewith of not less than \$1,000,000 per occurrence limit and \$2,000,000 general aggregate limit for bodily injury or death and damage to the property of others.
4. Professional Liability Each Occurrence Limit \$1,000,000
 Aggregate Limit \$1,000,000
5. Excess Liability Coverage – inclusive of general liability, automobile liability, and employers liability in the amount of at least \$3,000,000 combined single limit bodily injury and property damage, each occurrence; and \$3,000,000 in the aggregate. Umbrella/Excess Liability insurance shall provide coverage following the form of and as broad as that of the underlying primary policies.
6. Builder's Risk (fire and extended coverage) Insurance on all Work in place and/or materials stored at the Project, including foundations and building equipment, is in force, at not less than 100% of the replacement value of the Project for physical damage to property and related expenses. The Builder's Risk Insurance shall be for the benefit of the Contractor and the Owner as their interests may appear and each shall be named in the policy or policies as an insured
7. Hazardous Materials and Pollution Liability:
 - a. If Contractor, a Subcontractor or suppliers of any tier are either required to perform remediation of hazardous materials as those terms are defined in federal, state, or local law or if their work or operations create an exposure to hazardous materials, they must, in addition to the above requirements, carry a "Contractor's Pollution Liability" policy with limits not less than \$1,000,000 per occurrence and not less than \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage, naming Owner as an Additional Insured for operations and completed operations. The status of Owner as an insured under a COL policy obtained in compliance with this Exhibit shall not restrict coverage under such COL with respect to the escape or release of hazardous materials at or from a site owned or occupied by or rented or loaned to Owner.
 - b. If Contractor or its subcontractors haul hazardous material (including, without limitation, waste), the policy must extend pollution coverage to the transportation of hazardous materials or pollutants by waste hauling vehicles. Such coverage requirement may be met through Contractor's or Subcontractor or suppliers Automobile Liability Policy pursuant to Paragraph 6 by providing coverage equivalent to that provided under the ISO pollution liability-broadened coverage for covered autos endorsement (CA 99 48). If subject to the Motor Carrier Act of 1980, the Motor Carrier Act endorsement MCS-90 must be obtained and attached to the policy.
 - c. If EIFS is included in the Work. Contractor will provide limits of liability insurance - \$1,000,000 per occurrence and not less than 2,000,000 aggregate for bodily injury and property damage naming Owner as an additional insured for both operations and completed operations coverage. Contractor shall maintain completed operations coverage for three years from final payment and provide additional insured status for Authority and other Indemnitees as required in the Contract Documents, for the same period and shall be provided for three (3) years following completion as noted in this Exhibit.

INSURANCE CERTIFICATE SUPPLEMENT

To be attached to and made part of Certificate of Insurance dated _____ issued to
_____ for _____.
Certificate Holder Company

By reference to this supplement in the certificate and its inclusion, the undersigned certifies the referenced insurance policy(ies) is (are) amended to include all of the following. The certificate is an accurate summary of the coverages that exist.

1. General Liability Extension. Policy includes Premises/Operations; Medical Payments; Independent Contractors Coverage; Products and Completed Operations; Blanket Contractual Liability; Broad Form Property Damage; Personal and Advertising Injury Liability; explosion, collapse, and underground coverage; and coverage inclusive of construction means, methods, techniques, sequences, and procedures, employed in the capacity of a construction contractor.

2. Additional Insured. The certificate holders scheduled herein (hereinafter referred to as "certificate holders") are included as well as their respective directors, officers, and employees, as additional insureds for general liability and automobile liability coverages (in accordance with the Contract dated _____ by and between _____ and _____). Additional insured coverage under general liability is to include coverage for ongoing operations and completed operations.

3. All liability policies shall provide cross-liability coverage (i.e. – policies contain severability of interests clause).

4. Primary Insurance. This insurance is primary and non-contributory to the certificate holders' insurance.

5. Waiver of Subrogation. All insurers waive any right of subrogation the insurer has against the certificate holders and their respective officers, employees, and agents. The insurers waive any right of the insurers to any set-off or counter claim or any other reduction.

6. Notice of Cancellation. The insurer will provide the certificate holders with at least 30 days (or 10 days in the case of nonpayment of premium) prior written notice of reduction in coverage or amount (other than a reduction in coverage or amount resulting from a payment thereunder), cancellation or non-renewal of any policy.

7. Claims-Made. Two year extended reporting period can be purchased. Policy is subject to a _____ retroactive date or earlier.
Agent to insert retro date, if applicable, or state "N/A"

8. Recourse. There shall be no recourse against the certificate holders for payment of premiums or other amounts.

9. Excess Coverage. Any excess policy secured to afford the required limits is excess of primary general liability, automobile liability, and employers liability coverage.

10. Aggregates. The aggregates, when applicable, are unimpaired as of date of contract. The general aggregate is to apply separately to each project.

11. All carriers have an A.M. Best and Company rating of A- (X) or better and are licensed in Colorado. Any deviation from this standard must be specifically approved by Red Oak Park, LLLP.

Schedule of Additional Insureds/Certificate Holders

Signed by: _____
Insurer's/Agent's/Broker's Name



M = MANDATORY

= OPTIONAL POINTS

CRITERIA CHECKLIST

This checklist provides an overview of the technical requirements within the Enterprise Green Communities Criteria.

To achieve Enterprise Green Communities Certification, all projects must achieve compliance with the Criteria mandatory measures applicable to that construction type. **New Construction projects must also achieve at least 40 optional points, and Substantial and Moderate Rehab projects must also achieve at least 35 optional points.**

These projects that also comply with Criterion 5.2b or Criterion 5.4 will be recognized with Enterprise Green Communities Certification Plus.

1. INTEGRATIVE DESIGN

☐ YES ☐ NO ☐ MAYBE

M

1.1 Integrative Design: Project Priorities Survey

Complete the Project Priorities Survey, which can be found in the *Appendix*.

☐ YES ☐ NO ☐ MAYBE

M

1.2 Integrative Design: Charrettes and Coordination Meetings

Develop an integrative design process that moves the outputs of the Project Priorities Survey into action through a series of collaborative meetings. Prioritize multi-benefit strategies. Assign responsibility within your design and development teams for accountability.

☐ YES ☐ NO ☐ MAYBE

M

1.3 Integrative Design: Documentation

Include Enterprise Green Communities Criteria information in your contract documents and construction specifications (Division 1 Section 01 81 13 Sustainable Design Requirements) as necessary for the construction team to understand the requirements and how they will be verified. Ensure, and indicate, that the drawings and specifications have been generated to be compliant and meet the certification goals.

☐ YES ☐ NO ☐ MAYBE

M

1.4 Integrative Design: Construction Management

Create, implement, and document your contractor/subcontractor education plan to ensure that all persons working on-site fully understand their role in achieving the project objectives. Include a summary of the Project Priorities Survey (Criterion 1.1), the sustainability goals, and anticipated roles of each party in regards to the performance expected of the project. Attach and reference this training plan to Division 1 Section 01 81 13 Sustainable Design Requirements. Include timeline estimates for performance testing and verification schedules in the overall construction schedule. As relevant, review requirements for Criteria 8.1, 8.2, and 8.3, and begin populating these documents with relevant information from design and construction.

☐ YES ☐ NO ☐ MAYBE

12 or 15

1.5 Design for Health and Well-Being: Health Action Plan

Follow Steps 1–6 of the Health Action Plan framework per the full criterion. *[12 points with extra 3 points for Step 7]* This includes: 1) Commit to embedding health into the project lifecycle; 2) Partner with a project health professional; 3) Collect and analyze community health data; 4) Engage with community stakeholders to prioritize health data and strategies; 5) Identify strategies to address those health issues; 6) Create an implementation plan; and 7) Create a monitoring plan.



M = MANDATORY
= OPTIONAL POINTS

<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	10	INTEGRATIVE DESIGN <i>(continued)</i> 1.6 Resilient Communities: Multi-Hazard/Vulnerability Assessment Conduct a four-part assessment (social, physical, functional, strategy) to identify critical risk factors of your property and implement at least two sets of strategies to enable the project to adapt to, and mitigate, climate related or seismic risks. See full criterion for more guidance.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	8	1.7 Resilient Communities: Strengthening Cultural Resilience Integrate community and resident participation in the development processes so that the built environment honors cultural identities, resident voices, and community histories. Option 1: Complete a Cultural Resilience Assessment OR Option 2: Convene a Cultural Advisory Group
SUBTOTAL OPTIONAL POINTS		
2. LOCATION + NEIGHBORHOOD FABRIC		
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	2.1 Sensitive Site Protection All projects must: <ol style="list-style-type: none"> 1. Protect floodplain functions (e.g., storage, habitat, water quality) by limiting new development within the 100-year floodplain of all types of watercourses. 2. Conserve and protect aquatic ecosystems, including wetlands and deepwater habitats, that provide critical ecosystem functions for fish, other wildlife, and people. 3. Protect ecosystem function by avoiding the development of areas that contain habitat for plant and animal species identified as threatened or endangered. 4. Conserve the most productive agricultural soils by protecting prime farmland, unique farmland, and farmland of statewide or local importance. If your site contains any of these ecologically sensitive features, follow the specific Requirements under that subheading.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	2.2 Connections to Existing Development and Infrastructure <i>(Mandatory for New Construction projects that do not qualify as Rural/Tribal/Small Town)</i> Locate the project on a site with access to existing roads, water, sewers, and other infrastructure and within or contiguous to (having at least 25% of the perimeter bordering) existing development. Connect the project to the existing pedestrian network. For sites over 5 acres, provide connections to the adjacent street network at least every 800 feet. Tie all planned bike paths to existing bike paths.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	2.3 Compact Development <i>(Mandatory for New Construction)</i> At a minimum, build to the residential density (dwelling units/acre) of the census block group where the project is located. In Rural/Tribal/Small Town locations that do not have zoning requirements: Build to a minimum net density of 5 units per acre for single-family houses; 10 units per acre for multifamily buildings, single and two-story; and 15 units per acre for multifamily buildings greater than two-stories.



M = MANDATORY
= OPTIONAL POINTS

<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	5 or 7	2.4 Compact Development Exceed the residential density (dwelling units/acre) of the census block group in which your project is located. Exceed by 2x for [5 points]; exceed by 3x for [7 points]. In Rural/Tribal/Small Towns that do not have zoning requirements, build to a minimum net density of 7.5 units per acre for single-family houses; 12 units per acre for multifamily buildings, single and two-story; and 20 units per acre for multifamily buildings greater than two stories. [5 points]
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	2.5 Proximity to Services and Community Resources (Mandatory for New Construction) Locate the project within a 0.5-mile walk distance of at least four, or a 1-mile walk distance of at least seven, of the listed services. For projects that qualify as Rural/Tribal/Small Town, locate the project within 5 miles of at least four of the listed services.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	2.6 Preservation of and Access to Open Space for Rural/Tribal/Small Town (Mandatory for New Construction Rural/Tribal/Small Town) Option 1: Locate the project within a 0.25-mile walk distance of dedicated public open space that is a minimum of 0.75 acres; at least 80% of which unpaved. OR Option 2: Set aside a minimum of 10% (minimum of 0.25 acres) of the total project acreage as open and accessible to all residents; at least 80% of which unpaved.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	6 max	2.7 Preservation of and Access to Open Space Option 1: Locate the project within a 0.25-mile walk distance of dedicated open space that is a minimum of 0.75 acres; at least 80% of which unpaved. OR Option 2: Set aside a percentage of permanent open space for use by all residents; at least 80% of which unpaved. 20% [2 points]; 35% [4 points]; 45% + written statement of preservation/conservation policy [6 points].
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M 2 2, 6, 8 6	2.8 Access to Transit (Mandatory for New Construction projects that do not qualify as Rural/Tribal/Small Town; Optional for all other project types) Mandatory: New Construction, not Rural/Tribal/Small Town Locate projects within a 0.5-mile walk distance of transit services (bus, rail and/or ferry), constituting at least 45 or more transit rides per weekday, with some type of weekend service. Optional: New Construction, not Rural/Tribal/Small Town Locate the project along dedicated bike trails or lanes (Class I, II, or IV) that lead to high-quality transit services (100 trips per day) within 3 miles. [2 points] Optional: Rehabilitation, not Rural/Tribal/Small Town Locate projects within a 0.5-mile walk distance of public transit services (bus, rail and/or ferry), constituting at least 45 or more transit rides per weekday, with some type of weekend service. [6 points] Locate the project along dedicated bike trails or lanes (Class I, II, or IV) that lead to high-quality transit services (100 trips per day) within 3 miles. [2 points] Optional: New Construction and Rehabilitation, Rural/Tribal/Small Town Locate the project within 0.5 mile walk distance of public transit services with at least 45 rides per weekday and some weekend service. OR, Install at least two charging stations for electric vehicles. OR, Locate the project with 5 miles of one of the following transit options: 1) vehicle share program; 2) dial-a-ride program; 3) employer vanpool; 4) park-and-ride; 5) public/private regional transportation.



M = MANDATORY
= OPTIONAL POINTS

LOCATION + NEIGHBORHOOD FABRIC <i>(continued)</i>		
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	2-8	2.9 Improving Connectivity to the Community Improve access to community amenities through at least one of the options incentivizing biking mobility or improving access to transit.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	5 max	2.10 Passive Solar Heating/Cooling Design and build with passive solar design, orientation, and shading that meet the guidelines specified.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	6	2.11 Adaptive Reuse of Buildings Rehabilitate and adapt an existing structure that was not previously used as housing. Design the project to adapt, renovate, or reuse at least 50% of the existing structure and envelope.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	6	2.12 Access to Fresh, Local Foods Provide residents and staff with access to fresh, local foods through one of the following options: Option 1: Neighborhood Farms and Gardens Option 2: Community-Supported Agriculture Option 3: Proximity to Farmers Market
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	8	2.13 Advanced Certification: Site Planning, Design, and Management Locate building(s) within a community that is certified in LEED for Neighborhood Development, LEED for Cities and Communities, Living Community Challenge, or SITES.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	6 max	2.14 Local Economic Development and Community Wealth Creation Demonstrate that local preference for construction employment and subcontractor hiring was part of your bidding process, and how it functioned during construction. OR Demonstrate that you achieved at least 20% local employment. OR Provide physical space for small business, nonprofits, and/or skills and workforce education.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	2.15a Access to Broadband: Broadband Ready <i>(Mandatory for New Construction and Substantial Rehab Projects in Rural/Tribal/Small Town Locations)</i> Incorporate broadband infrastructure so that when broadband service comes to a community, the property can be easily connected. Include a network of mini-ducts or conduit throughout the building, extending from the expected communications access point to each network termination point in the building.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	6	2.15b Access to Broadband: Connectivity Ensure all units and common spaces in the property have broadband internet access with at least a speed of 25/3 mbs.
SUBTOTAL OPTIONAL POINTS		



M = MANDATORY
= OPTIONAL POINTS

3. SITE IMPROVEMENTS		
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	3.1 Environmental Remediation Determine whether there are any hazardous materials present on the site through one of the four methods listed. Mitigate any contaminants found.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	3.2 Minimization of Disturbance During Staging and Construction For sites >1 acre, implement EPA's National Pollutant Discharge Elimination System Stormwater Discharges from Construction Activities guidance, or local requirements, whichever is more stringent. For sites with an area ≤1, follow guidance in full criterion.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	3.3 Ecosystem Services/Landscape <i>(Mandatory, if providing landscaping)</i> If providing plantings, all must be native or climate-appropriate (adapted) to the region and appropriate to the site's soil and microclimate. Do not introduce any invasive plant species. Plant, seed, or xeriscape all disturbed areas.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	3.4 Surface Stormwater Management <i>(Mandatory for New Construction; Mandatory for Substantial and Moderate Rehab projects if land disturbed is ≥5,000 sq.ft.)</i> Treat or retain on-site precipitation equivalent to the 60th percentile precipitation event. Where not feasible due to geotechnical issues, soil conditions, or the size of the site, treat or retain the maximum volume possible.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	10 max	3.5 Surface Stormwater Management Through on-site infiltration, evapotranspiration, and rainwater harvesting, retain precipitation volume from 70% precipitation event <i>[6 points]</i> , 80% precipitation event <i>[8 points]</i> , or 90% precipitation event <i>[10 points]</i> .
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	3.6 Efficient Irrigation and Water Reuse <i>(Mandatory, if permanent irrigation is utilized)</i> If irrigation is utilized, install an efficient irrigation system per the requirements listed.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	4 or 6	3.7 Efficient Irrigation and Water Reuse <i>(Optional, if irrigation is utilized)</i> Meet the requirements of Criterion 3.6 AND: Option 1: Install an efficient irrigation system equipped with a WaterSense labeled weather-based irrigation controller (WBIC) OR Option 2: At least 50% of the site's irrigation satisfied by water use from the sources listed.
SUBTOTAL OPTIONAL POINTS		



M = MANDATORY
= OPTIONAL POINTS

4. WATER		
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	4.1 Water-Conserving Fixtures Reduce total indoor water consumption by at least 20% compared to baseline indoor water consumption chart. Any new toilet, showerhead, and/or lavatory faucet must be WaterSense certified. For all single-family homes and all dwelling units in buildings three stories or fewer, the supply pressure may not exceed 60 psi.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	6 max	4.2 Advanced Water Conservation Reduce total indoor water consumption by at least 30% compared to baseline indoor water consumption chart. Any new toilet, showerhead, and/or lavatory faucet must be WaterSense certified.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M, 3 M 8	4.3 Water Quality Mandatory/Optional: Mandatory for Substantial Rehabs of buildings built before 1986; Optional for all other building types: Replace lead service lines <i>[3 points]</i> Mandatory: For multifamily buildings with either a cooling tower, a centralized hot water system, or 10+ stories: Develop a Legionella water management program Optional: Test and remediate as indicated for lead, nitrates, arsenic, and coliform bacteria
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	4	4.4 Monitoring Water Consumption and Leaks Conduct pressure-loss tests and visual inspections to determine if there are leaks; fix leaks. AND Install an advanced water monitoring and leak detection system capable of identifying and shutting water off during anomalous water events. OR Install a device to separately monitor water consumption of each cold branch off the apartment line riser for each dwelling unit or each cold water riser and the domestic hot water cold water feed for each building or each toilet that allows remote monitor readings; common laundry facilities; boiler makeup water; outdoor water consumption; and water consumption in any non-residential space.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	4	4.5 Efficient Plumbing Layout and Design Store no more than 0.5 gallon of water in any piping/manifold between the fixture and the water heating source or recirculation line. No more than 0.6 gallon of water shall be collected from the fixture before a 10-degree Fahrenheit rise in temperature is observed. Recirculation systems must be demand-initiated.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	6 max	4.6 Non-Potable Water Reuse Harvest, treat, and reuse rainwater and/or greywater to meet a portion of the project's non-potable water needs: 10% reuse <i>[3 points]</i> ; 20% reuse <i>[4 points]</i> ; 30% reuse <i>[5 points]</i> ; 40% reuse <i>[6 points]</i> .
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	8	4.7 Access to Potable Water During Emergencies Provide residents with ready access to potable water in the event of an emergency that disrupts normal access to potable water, including disruptions related to power outages that prevent pumping water to upper floors of multifamily buildings or pumping of water from on-site wells, per one of the three options listed.
SUBTOTAL OPTIONAL POINTS		



M = MANDATORY
= OPTIONAL POINTS

5. OPERATING ENERGY		
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	<p>5.1a Building Performance Standard <i>(Mandatory for New Construction)</i></p> <p>Certify all buildings with residential units in the project through either ENERGY STAR Multifamily New Construction, ENERGY STAR Manufactured Homes, and/or ENERGY STAR Certified Homes as relevant.</p> <p>AND</p> <p>Provide projected operating energy use intensity and projected operating building emissions intensity.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	<p>5.1b Building Performance Standard <i>(Mandatory for Rehab)</i></p> <p>Provide projected operating energy use intensity and projected operating building emissions intensity.</p> <p>AND</p> <p>Conduct commissioning for compartmentalization, insulation installation, and HVAC systems as indicated.</p> <p>AND one of the following options:</p> <ul style="list-style-type: none"> • ERI Option: ≤HERS 80 for each dwelling unit. Exception for some Rehabs built before 1980. • ASHRAE Option: Energy performance of the completed building equivalent to, or better than, ASHRAE 90.1-2013 using an energy model created by a qualified energy services provider according to Appendix G 90.1-2016.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	12 max	<p>5.2a Moving to Zero Energy: Additional Reductions in Energy Use</p> <p><i>(Not available for projects using prescriptive path for Criterion 5.1a or for projects following Criterion 5.2b or 5.4.)</i></p> <p>Projects in CZ 1-4A following this criterion must also comply with Criterion 7.8.</p> <p>Design and construct a building that is projected to be more efficient than what is required by Criteria 5.1a/b. Achieve HERS score of 5 lower than required by 5.1a/b if following ERI path for compliance OR 5% greater efficiency than required if following ASHRAE path for 5.1a/b compliance <i>[5 points]</i>.</p> <p>Additional 1 point for each additional 2-point decrease in HERS score required by Criteria 5.1a/b if following ERI path for compliance OR for 1% greater efficiency if following ASHRAE path for Criteria 5.1a/b, up to a maximum of 12 optional points.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	12-15	<p>5.2b Moving to Zero Energy: Near Zero Certification <i>[Mandatory for Enterprise Green Communities Certification Plus]</i> <i>(Not available for projects following Criterion 5.2a or 5.4.)</i></p> <p>Projects in CZ 1-4A following this criterion must also comply with Criterion 7.8.</p> <p>Certify the project in a program that requires advanced levels of building envelope performance such as DOE ZERH <i>[12 points]</i> and/or PHI Classic or PHIUS+ <i>[15 points]</i>.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	3-6	<p>5.3a Moving to Zero Energy: Photovoltaic/Solar Hot Water Ready</p> <p><i>(Not available for projects following Criterion 5.3b or 5.4.)</i></p> <p>Orient, design, engineer, wire, and/or plumb the development through the Photovoltaic Ready pathway or Solar Hot Water Ready Pathway to accommodate installation of photovoltaic (PV) or solar hot water system in the future.</p>



M = MANDATORY
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<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	8 max	<p>OPERATING ENERGY <i>(continued)</i></p> <p>5.3b Moving to Zero Energy: Renewable Energy <i>(Not available for projects following Criterion 5.3a or 5.4)</i> Install renewable energy source to provide a specified percentage of the project's estimated source energy demand. See full criterion for allowable sources.</p> <p>Option 1: For percentage of total project energy consumption provided by renewable energy.</p> <p>OR</p> <p>Option 2: For percentage of common area meter energy consumption provided by renewable energy.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	24	<p>5.4 Achieving Zero Energy <i>[Automatic Qualification for Enterprise Green Communities Certification Plus]</i> <i>(Not available for projects following Criterion 5.2a, 5.2b, 5.3a, or 5.3b.)</i> Projects in CZ 1-4A following this criterion must also comply with Criterion 7.8. Achieve Zero Energy performance through one of the following options:</p> <p>Option 1: Certify each building in the project to DOE Zero Energy Ready Home program or PHI Plus AND Either install renewables and/or procure renewable energy, which in sum will produce as much, or more, energy in a given year than the project is modeled to consume.</p> <p>OR</p> <p>Option 2: Certify each building in the project in a program that requires zero energy performance such as PHIUS+ Source Zero, PHI Plus, PHI Premium, ILFI's Zero Energy Petal, Zero Carbon Petal, or Living Building Certification.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	5 max	<p>5.5a Moving to Zero Carbon: All-Electric Ready <i>(Not available for projects following Criterion 5.5b)</i> Ensure the project has adequate electric service and has been designed and wired to allow for a seamless switch to electricity as a fuel source in the future for the following uses: space heating <i>[1 point]</i>, space cooling <i>[1 point]</i>, water heating (DHW) <i>[1 point]</i>, clothes dryers <i>[1 point]</i>, equipment for cooking <i>[1 point]</i>.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	15	<p>5.5b Moving to Zero Carbon: All Electric <i>(Not available for projects following Criterion 5.5a)</i> No combustion equipment used as part of the building project; the project is all-electric.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	<p>5.6 Sizing of Heating and Cooling Equipment <i>(Mandatory for Substantial and Moderate Rehabs that include replacement of heating and cooling equipment. Not relevant for projects following 5.1a, 5.2b, or 5.4.)</i> Size and select heating and cooling equipment in accordance with ACCA manuals J and S OR in accordance with the ASHRAE Handbook of Fundamentals</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	<p>5.7 ENERGY STAR Appliances <i>(Mandatory for Substantial and Moderate Rehabs providing appliances. Not relevant for projects following 5.1a, 5.2b, or 5.4.)</i> Install ENERGY STAR clothes washers, dishwashers, and refrigerators. If appliances will not be installed or replaced at this time, specify that at the time of installation or replacement, ENERGY STAR models must be used via Criterion 8.1 and Criterion 8.4.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	<p>5.8 Lighting <i>(Mandatory for all lighting within New Construction and Substantial Rehab projects. Mandatory for new lighting in Moderate Rehab projects.)</i> Follow the guidance for high-efficacy permanently installed lighting and other characteristics for recessed light fixtures, lighting controls, lighting power density, and exterior lighting.</p>



M = MANDATORY
= OPTIONAL POINTS

<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	8	5.9 Resilient Energy Systems: Floodproofing <i>(Not relevant for Rehab projects in Special Flood Hazard Areas)</i> Conduct floodproofing of lower floors, including perimeter floodproofing (barriers/shields). Design and install building systems as specified by the full criterion so that the operation of those systems will not be grossly affected in case of a flood.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	8	5.10 Resilient Energy Systems: Critical Loads Provide emergency power to serve at least three critical energy loads as described by the full criterion. Option 1: Islandable PV system OR Option 2: Efficient generator
		SUBTOTAL OPTIONAL POINTS
6. MATERIALS		
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	8 max	6.1 Ingredient Transparency for Material Health Install products that have publicly disclosed inventories characterized and screened to 1,000 ppm or better: <ul style="list-style-type: none"> • 1 point per 5 installed Declare or HPD products from at least three different product categories • 1 point per 2 installed Declare or HPD products in any of these categories: adhesives, sealants, windows • 1 point per each product with third-party verified HPD or third party verified Declare label • 2 points per each product with third-party verified HPD or third party verified Declare label in any of these categories: adhesives, sealants, windows
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	3 max	6.2 Recycled Content and Ingredient Transparency Use building products that feature, and disclose, their recycled content. The building product must make up 75% by weight or cost of a project category for the project and be composed of at least 25% post-consumer recycled content.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	8 max	6.3 Chemical Hazard Optimization Install products that have third-party verification of optimization to 100 ppm or better per the options listed within the full criterion.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M 15 max	6.4 Healthier Material Selection Select all interior paints, coatings, primers, and wallpaper; interior adhesives and sealants; flooring; insulation; and composite wood as specified. Optional points also available.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	12 max	6.5 Environmentally Responsible Material Selection Select concrete, steel, or insulation with a publicly disclosed EPD [3 points], Install a green or cool roof [3 points], use reflective paving [3 points], and/or use FSC certified wood [3 points]. Refer to criterion for specifics.



M = MANDATORY
= OPTIONAL POINTS

<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	<p>MATERIALS <i>(continued)</i></p> <p>6.6 Bath, Kitchen, Laundry Surfaces <i>(Mandatory for New Construction and Substantial Rehab. Moderate Rehabs that do not include work in the shower and tub areas are exempt from the shower and tub enclosure requirement.)</i></p> <p>Use materials that have durable, cleanable surfaces throughout bathrooms, kitchens, and laundry rooms.</p> <p>Use moisture-resistant backing materials per ASTM # D 6329 or 3273 behind tub/shower enclosures, apart from one-piece fiberglass enclosures which are exempt.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	4 max	<p>6.7 Regional Materials</p> <p>Use products that were extracted, processed, and manufactured within 500 miles of the project for a minimum of 90%, based on weight or on cost, of the amount of the product category installed. Select any or all of these options (every two compliant materials can qualify for 1 point):</p> <ul style="list-style-type: none"> • Framing • Cladding (e.g. siding, masonry, roofing) • Flooring • Concrete/cement and aggregate • Drywall/interior sheathing
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	<p>6.8 Managing Moisture: Foundations <i>(Mandatory for all New Construction projects and all Rehab projects with either basement and/or crawl space foundations)</i></p> <p>Install capillary breaks and vapor retarders that meet specified criteria appropriate for the foundation type.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	<p>6.9 Managing Moisture: Roofing and Wall Systems <i>(Mandatory for all Rehab projects that include deficiencies in or include replacing particular assemblies called out below. New Construction projects are considered compliant per Criterion 5.1.)</i></p> <p>Provide water drainage away from walls, window, and roofs by implementing the list of techniques.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M 6 max	<p>6.10 Construction Waste Management</p> <p>Develop and implement a waste management plan that reduces non-hazardous construction and demolition waste through recycling, salvaging, or diversion strategies through one of the three options. Achieve optional points by going above and beyond the requirement.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	2	<p>6.11 Recycling Storage</p> <p>For projects with municipal recycling infrastructure and/or haulers, provide separate bins for the collection of trash and recycling for each dwelling unit and all shared community rooms.</p> <p>OR</p> <p>For projects without that infrastructure, advocate to the local waste hauler or municipality for regular collection of recyclables.</p>
		SUBTOTAL OPTIONAL POINTS



7. HEALTHY LIVING ENVIRONMENT		
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	7.1 Radon Mitigation <i>(Mandatory for New Construction and Substantial Rehab)</i> For New Construction in EPA Zone 1 areas, install passive radon-resistant features below the slab and a vertical vent pipe with junction box within 10 feet of an electrical outlet in case an active system should prove necessary in the future. For Substantial Rehab projects in EPA Zone 1, test before and after the retrofit and mitigate per the specified protocols.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	7.2 Reduce Lead Hazards in Pre-1978 Buildings <i>(Mandatory for Substantial Rehab of Buildings Constructed Before 1978)</i> Conduct lead risk assessment or inspection to identify lead hazards. Control identified lead hazards using lead abatement or interim controls, using lead-safe work practices that minimize and contain dust.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	7.3 Combustion Equipment For New Construction and Rehab projects: Specify power-vented or direct-vent equipment when installing any new combustion appliance for space or water heating that will be located within the conditioned space. If there are any combustion appliances within the conditioned space, install one hard-wired carbon monoxide (CO) alarm with battery backup function for each sleeping zone, placed per National Fire Protection Association (NFPA) 72. For Rehabs: If there is any combustion equipment located within the conditioned space for space or water heating that is not power-vented or direct-vent and that is not scheduled for replacement, conduct combustion safety testing prior to and after the retrofit; remediate as indicated.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	7.4 Garage Isolation <ul style="list-style-type: none"> • Provide a continuous air barrier between the conditioned space and any garage space to prevent the migration of any contaminants into the living space. Visually inspect common walls and ceilings between attached garages and living spaces to ensure that they are air-sealed before insulation is installed. • Do not install ductwork or air handling equipment for the conditioned space in a garage. • Fix all connecting doors between conditioned space and garage with gaskets or make airtight. • Install one hard-wired CO alarm with battery backup function for each sleeping zone of the project, placed per NFPA 72 unless the garage is mechanically ventilated or an open parking structure.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	7.5 Integrated Pest Management Seal all wall, floor, and joint penetrations with low-VOC caulking or other appropriate nontoxic sealing methods to prevent pest entry.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	7.6 Smoke-Free Policy <i>(Mandatory and Optional)</i> Mandatory: Implement and enforce a smoke-free policy in all common area and within a 25-foot perimeter around the exterior of all residential buildings. Lease language must prohibit smoking in these locations and provide a graduated enforcement policy. Make the smoke-free policy readily available. Optional: Expand the policy above to include all indoor spaces in the property.



M = MANDATORY
= OPTIONAL POINTS

<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M 12 max	<p>HEALTHY LIVING ENVIRONMENT <i>(continued)</i></p> <p>7.7 Ventilation <i>(Mandatory for New Construction and Substantial Rehab; Optional for Moderate Rehab)</i></p> <p>For each dwelling unit in full accordance with ASHRAE 62.2-2010, install:</p> <ul style="list-style-type: none"> • A local mechanical exhaust system in each bathroom <i>[3 points if Moderate Rehab]</i> • A local mechanical exhaust system in each kitchen <i>[3 points if Moderate Rehab]</i> • A whole-house mechanical ventilation system <i>[3 points if Moderate Rehab]</i> <p>Verify these flow rates are either within +/- 15 CFM or +/- 15% of design value.</p> <p>For each multifamily building of four or more stories, in full accordance with ASHRAE 62.1-2010, install:</p> <ul style="list-style-type: none"> • A mechanical ventilation system for all hallways and common spaces <i>[3 points if Moderate Rehab]</i> <p>For all project types, in addition to the above requirements:</p> <ul style="list-style-type: none"> • All systems and ductwork must be installed per manufacturer's recommendations • All bathroom fans must be ENERGY STAR-labeled and wired for adequate run-time. • If using central ventilation systems with rooftop fans, each fan must be direct-drive and variable-speed with speed controller mounted near the fan. Fans with design CFM 300-2000 must also have an ECM motor.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M or 5	<p>7.8 Dehumidification <i>(Mandatory for properties in Climate Zones 1A, 2A, 3A, and 4A following Criterion 5.2a, 5.2b, or 5.4. Optional for all other properties.)</i></p> <p>Option 1: Design, select, and install supplemental dehumidification equipment to keep relative humidity <60%.</p> <p>OR</p> <p>Option 2: Equip all dwelling units with dedicated space, drain, and electrical hook-ups for permanent supplemental dehumidification systems to be installed if needed and install interior RH monitoring equipment as described.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	3	<p>7.9 Construction Pollution Management</p> <p>Option 1: Earn the EPA Indoor airPlus label</p> <p>OR</p> <p>Option 2: In all dwelling units, seal all heating, cooling, and ventilation return and supply floor ducts and returns throughout construction to prevent construction debris from entering. Flush all dwelling units after completion of construction and prior to occupancy for either 48 hours or with at least 14,000 ft³ per ft² of floor area, then replace all air handling equipment filters.</p>
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	3	<p>7.10 Noise Reduction</p> <p>Option 1: Test and demonstrate that noise levels in bedrooms meet 30 dB LAeq (continuous) and 45 dB LMax, (single sound).</p> <p>OR</p> <p>Option 2: Provide a noise abatement plan specific to the site covering general noise mitigation techniques in accordance with 24 CFR 51B.</p> <p>OR</p> <p>Option 3: Ensure all exterior wall and party wall penetrations are sealed with acoustical sealant, all party walls and floor/ceiling assemblies have an STC rating of at least 55, and exterior windows and doors in projects near a significant exterior noise source have an STC rating of at least 35.</p>



M = MANDATORY
= OPTIONAL POINTS

☐ YES ☐ NO ☐ MAYBE

8

7.11 Active Design: Promoting Physical Activity *(All projects must comply with at least one of either Criterion 7.11, 7.12, or 7.13. Points are not available for that criterion, but, are available for projects that meet two or three of these criteria.)*

Option 1: Encouraging Everyday Stair Usage (buildings that include stairs as the only means to travel from one floor to another are not eligible for this option.) Provide a staircase that is accessible and visible from the main lobby and is visible within a 25-foot walking distance from any point in the lobby per the specifications listed. Place point-of-decision signage.

OR

Option 2: Activity Spaces. Provide on-site dedicated recreation space with exercise or play opportunities for adults and/or children that is open and accessible to all residents; see criterion for specifics.

☐ YES ☐ NO ☐ MAYBE

8

7.12 Beyond ADA: Universal Design *(All projects must comply with at least one of either Criterion 7.11, 7.12, or 7.13. Points are not available for that criterion, but, are available for projects that meet two or three of these criteria.)*

Select and implement at least one of the Options with at least three different strategies in at least 75% units.

Option 1: Create welcoming and accessible spaces that encourage equitable use and social connections.

Option 2: Create spaces that are easy and intuitive to use and navigate.

Option 3: Promote safety and create spaces that allow for human error.

Option 4: Create spaces that can be accessed and used with minimal physical effort.

Option 5: Create spaces with the appropriate size and space to allow for use, whatever the user's form of mobility, size, or posture.

☐ YES ☐ NO ☐ MAYBE

8

7.13 Healing-Centered Design *(All projects must comply with at least one of either Criterion 7.11, 7.12, or 7.13. Points are not available for that criterion, but, are available for projects that meet two or three of these criteria.)*

Select and implement at least two of the Options with at least two different strategies listed in at least 75% units.

Option 1: Provide an environment that promotes feelings of real and perceived safety.

Option 2: Create flexible spaces that allow for personalization and/or manipulation to meet individual and community needs.

Option 3: Connect residents and staff to a living landscape and the natural environment.

Option 4: Utilize art and culture in project design and programming and promote social connectedness.

SUBTOTAL OPTIONAL POINTS



M = MANDATORY

= OPTIONAL POINTS

8. OPERATIONS, MAINTENANCE, AND RESIDENT ENGAGEMENT		
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	8.1 Building Operations & Maintenance Manual and Plan <i>(For all Multifamily projects)</i> Develop a manual with thorough building operations and maintenance (O&M) guidance and a complementary plan. The manual and plan should be developed over the course of the project design, development, and construction stages, and should include sections/chapters addressing the list of topics.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	8.2 Emergency Management Manual <i>(For all Multifamily projects)</i> Provide a manual on emergency operations targeted toward operations and maintenance staff and other building-level personnel. The manual should address responses to various types of emergencies, leading with those that have the greatest probability of negatively affecting the project. The manual should provide guidance as to how to sustain the delivery of adequate housing throughout an emergency and cover a range of topics, including but not limited to: <ul style="list-style-type: none"> • communication plans for staff and residents • useful contact information for public utility and other service providers • infrastructure and building “shutdown” procedures • plan for regular testing of backup energy systems, if these exist
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	8.3 Resident Manual Provide a guide for homeowners and renters that explains the intent, benefits, use, and maintenance of their home’s green features and practices. The Resident Manual should encourage green and healthy activities per the list of topics.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	8.4 Walk-Throughs and Orientations to Property Operation Provide a comprehensive walk-through and orientation for all residents, property manager(s), and buildings operations staff.
<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> MAYBE	M	8.5 Energy and Water Data Collection and Monitoring For rental properties, upload project energy and water performance data in an online utility benchmarking platform annually for at least five years from time of construction completion per one of the four methods provided; grant Enterprise view access for that period. For owner-occupied units, collect and monitor utility data in a manner that allows for easy access and review.
		SUBTOTAL OPTIONAL POINTS
		TOTAL OPTIONAL POINTS



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To qualify as a DOE Zero Energy Ready Home, a home shall meet the minimum requirements specified below, be verified and field-tested in accordance with HERS Standards by an approved verifier, and meet all applicable codes¹. Builders may meet the requirements of either the Performance Path or the Prescriptive path to qualify a home.²

The following homes are eligible for DOE Zero Energy Ready Home qualification:

- Detached dwelling units³ (e.g. single family homes)
- Dwelling units³ in any multifamily building with 4 units or fewer
- Dwelling units³ in multifamily buildings with 3 stories or fewer above-grade⁴
- Dwelling units³ in multifamily buildings with 4 or 5 stories above-grade⁴

Dwellings in eligible multifamily buildings as listed above may be served by central heating, cooling, or hot water⁵ systems. Partners are also advised that DOE is developing a revised program design for multifamily dwellings, consistent with the ENERGY STAR Multifamily New Construction program, which will be available for use (but not yet required) on/after March 1, 2020.

Homes may qualify for DOE Zero Energy Ready Home using either the Prescriptive Path or Performance Path in all locations except CA, for which regional program requirements have been developed. Note that compliance with these guidelines is not intended to imply compliance with all local code requirements that may be applicable to the home to be built.

DOE Zero Energy Ready Home Prescriptive Path

The prescriptive path provides a single set of measures that can be used to construct a DOE Zero Energy Ready Home labeled home. Modeling is not required, but no tradeoffs are allowed. Follow these steps to use the prescriptive path:

1. Assess eligibility by using the number of bedrooms in the home to be built to determine the conditioned floor area (CFA) of the Benchmark Home, Exhibit 3. If the CFA of the home to be built exceeds this value, the performance path shall be used.
2. If the prescriptive path is eligible for use based on the prior step, build the home using the mandatory requirements for all labeled homes, Exhibit 1, and all requirements of the DOE Zero Energy Ready Home Target Home, Exhibit 2. The rigor of the specifications in Exhibit 2 shall be met **or** exceeded.
3. Verify that all requirements have been met using an approved verifier.⁶

All homes certified through the Prescriptive Path shall be submitted to DOE (email: zero@newportpartnersllc.com).

DOE Zero Energy Ready Home Performance Path

While all mandatory requirements for labeled homes in Exhibit 1 shall be met, the performance path provides flexibility to select a custom combination of measures that meet the performance level of the DOE Zero Energy Ready Home HERS Target Home (Exhibit 2). Modeling is required, but measures can be optimized for each particular home or builder. Follow the steps below to use the performance path with RESNET-accredited Home Energy Rating Software programs:

1. The HERS Index of the DOE Zero Energy Ready Home Target Home is determined. The DOE Zero Energy Ready Home Target Home is identical to the home that will be built, except that it is configured with the energy efficiency features of the DOE Zero Energy Ready Home Target Home as defined in Exhibits 1 and 2. The HERS Index of the Target Home is automatically calculated in accordance with the RESNET Mortgage Industry National Home Energy Rating Standards.
2. A size modification factor is next calculated using the following equation:

$$\text{Size Modification Factor} = [\text{CFA}_{\text{Benchmark Home}} / \text{CFA}_{\text{Home To Be Built}}]^{0.25}, \text{ but not to exceed } 1.0$$

Where:

$\text{CFA}_{\text{Benchmark Home}}$ = Conditioned Floor Area of the Benchmark Home, using Exhibit 3



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CFA_{Home to be Built} = Conditioned Floor Area of the Home to be Built

Since the Size Modification Factor cannot exceed 1.0, it only modifies the HERS Index score for homes larger than the CFA of the Benchmark Home.

- The HERS Index of the DOE Zero Energy Ready Home Target Home is calculated next

$$\text{DOE Zero Energy Ready Home HERS Index Target} = \text{HERS Index of DOE Zero Energy Ready Home Target Home} \times \text{Size Modification Factor}$$

- Complete HERS software calculations for preferred set of energy measures and verify resulting HERS Index Score at or below DOE Zero Energy Ready Home Target Home HERS Index Score modified, as required, for house size.⁷
- Construct the home using measures that result in a HERS Index at or below the DOE Zero Energy Ready Home HERS Target, calculated above, and the mandatory requirements for all labeled homes, Exhibit 1.
- Verify that all requirements have been met using an approved verifier.

All homes certified through the Performance Path shall be submitted to DOE by submitting the home to the RESNET National Registry or by submitting the compliance verification report to zero@newportpartnersllc.com.

Exhibit 1: DOE Zero Energy Ready Home Mandatory Requirements for All Labeled Homes

Area of Improvement	Mandatory Requirements
1. ENERGY STAR for Homes Baseline	<input type="checkbox"/> Certified under ENERGY STAR Qualified Homes Program Version 3, 3.1, or 3.2 (depending on state), or under ENERGY STAR Multifamily New Construction program Version 1.0 or 1.1 (depending on state) ^{8, 9, 10}
2. Envelope	<input type="checkbox"/> Fenestration shall meet or exceed ENERGY STAR requirements. See End Note for specific U, SHGC values, and exceptions. ¹¹ <input type="checkbox"/> Ceiling, wall, floor, and slab insulation shall meet or exceed 2015 IECC levels ^{12,13}
3. Duct System	<input type="checkbox"/> Duct distribution systems located within the home's thermal and air barrier boundary or an optimized location to achieve comparable performance. ¹⁴ <input type="checkbox"/> HVAC air handler is located within the home's thermal and air barrier boundary.
4. Water Efficiency	<input type="checkbox"/> Hot water delivery systems (distributed and central) shall meet efficient design requirements ¹⁵ or <input type="checkbox"/> Water heaters and fixtures shall meet efficiency criteria ¹⁶
5. Lighting & Appliances	<input type="checkbox"/> All installed refrigerators, dishwashers, and clothes washers are ENERGY STAR qualified. ¹⁷ <input type="checkbox"/> 80% of lighting fixtures are ENERGY STAR qualified or ENERGY STAR lamps (bulbs) in minimum 80% of sockets <input type="checkbox"/> All installed bathroom ventilation and ceiling fans are ENERGY STAR qualified
6. Indoor Air Quality	<input type="checkbox"/> Certified under EPA Indoor airPLUS ¹⁰
7. Renewable Ready	<input type="checkbox"/> Provisions of the DOE Zero Energy Ready Home PV-Ready Checklist are Completed ¹⁸



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Exhibit 2: DOE Zero Energy Ready Home Target Home ¹⁹

HVAC Equipment ²⁰			
	Hot Climates (2015 IECC Zones 1,2) ²¹	Mixed Climates (2015 IECC Zones 3, 4 except Marine)	Cold Climates (2015 IECC Zones 4 Marine 5,6,7,8)
AFUE	80%	90%	94%
SEER	18	15	13
HSPF	8.2	9	10 ²²
Geothermal Heat Pump	ENERGY STAR EER and COP Criteria		
ASHRAE 62.2 Whole-House Mechanical Ventilation System	2.8 cfm/W no heat exchange	2.8 cfm/W no heat exchange	1.2 cfm/W; heat exchange with 60% SRE
Insulation and Infiltration			
<ul style="list-style-type: none"> Insulation levels shall meet the 2015 IECC and achieve Grade 1 installation, per RESNET standards. Infiltration – Detached Dwellings²³ (ACH50): 3.0 in CZ's 1-2 2.5 in CZ's 3-4 2 in CZ's 5-7 1.5 in CZ 8 Infiltration – Attached Dwellings (ACH50): 3.0 (all Climate Zones) 			
Windows ^{24, 25, 26}			
	Hot Climates (2015 IECC Zones 1,2,)	Mixed Climates (2015 IECC Zones 3, 4 except Marine)	Cold Climates (2015 IECC Zones 4 Marine, 5,6,7,8)
SHGC	0.25	0.25	any
U-Value	0.4	0.3	0.27
Homes qualifying through the Prescriptive Path with a total window-to-floor area greater than 15% shall have adjusted U-values or SHGCs. ²⁷			
Water Heater			
ENERGY STAR levels for the system Energy Factor, as follows: - Gas/propane systems of ≤ 55 gallons, EF = 0.67 - Gas/propane systems of > 55 gallons, EF = 0.77 - Electric systems in detached dwellings, EF = 2.0 - Electric systems in attached dwellings, EF = 1.5 For heating oil water heaters use EF = 0.60			
Thermostat ²⁸			
<ul style="list-style-type: none"> Programmable thermostat (except for zones with radiant heat) 			
Lighting & Appliances			
<ul style="list-style-type: none"> For purposes of calculating the DOE Zero Energy Ready Home Target Home HERS Index, homes shall be modeled with an ENERGY STAR dishwasher, ENERGY STAR refrigerator, ENERGY STAR ceiling fans, and ENERGY STAR lamps (bulbs) in 80% of sockets or 80% of lighting fixtures are ENERGY STAR Qualified. 			

Exhibit 3: Benchmark Home Size²⁹

Bedrooms in Home to be Built	0	1	2	3	4	5	6	7
Conditioned Floor Area Benchmark Home	1,000	1,000	1,600	2,200	2,800	3,400	4,000	4,600



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Endnotes:

¹ Where requirements of the local codes, covenants, manufacturers' installation instructions, or engineering documents overlap with the requirements of these guidelines, DOE offers the following guidance:

- a. In cases where the overlapping requirements exceed the DOE Zero Energy Ready Home guidelines, these overlapping requirements shall be met;
- b. In cases where overlapping requirements conflict with a requirement of these DOE Zero Energy Ready Home guidelines, then the home is exempt from conflicting requirement within these guidelines. However, certification shall only be allowed if the Rater has determined that no equivalent option is available that could meet the intent of the conflicting requirement of these DOE Zero Energy Ready Home guidelines. Note that, under the Performance Path, a home must still meet the Target Home HERS Index Target. Therefore, other efficiency measures may be needed to compensate for the omission of the conflicting requirement.

² In the event that a Rater is not able to determine whether an item is consistent with the intent of a provision, (e.g., an alternative method of meeting a checklist requirement has been proposed), then the Rater shall consult their Provider. If the Provider also cannot make this determination, then the Rater or Provider shall report the issue to DOE prior to project completion at: zero@newportpartnersllc.com and will typically receive an initial response within 5 business days. If DOE believes the current program guidelines are sufficiently clear to determine whether the intent has been met, then this guidance will be provided to the Partner and enforced beginning with the house in question. However, if DOE believes the program guidelines require revisions to make the intent clear, then this guidance will be provided to the Partner but only enforced for homes permitted after a specified transition period after the release of the revised guidelines, typically 60 days in length. This process will allow DOE to make formal policy decisions as Partner questions arise and to disseminate these policy decisions through the periodic release of revised program documents to ensure consistent application of the program guidelines.

³ A dwelling unit, as defined by the 2015 IECC, is a single unit that provides complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation.

⁴ Any above-grade story with 20% or more occupiable space, including commercial space, shall be counted towards the total number of stories for the purpose of determining eligibility to participate in the program. The definition of an 'above-grade story' is one for which more than half of the gross surface area of the exterior walls is above-grade. All below-grade stories, regardless of type, shall not be included when evaluating eligibility. Per ASHRAE 62.2-2010, occupiable space is any enclosed space inside the pressure boundary and intended for human activities or continual human occupancy, including, but not limited to, areas used for living, sleeping, dining, and cooking, toilets, closets, halls, storage and utility areas, and laundry areas.

⁵ Central systems for domestic hot water are allowed in multifamily buildings. Such central systems must include on-demand recirculation which operates based on both a demand indicator and the loop temperature. Central systems in multifamily buildings do not have a stored volume limit at this time (see Advisory under Endnote 15).

⁶ The term "verifier" refers to the person completing the third-party inspections required for qualification. This party may be a certified Home Energy Rater, Rating Field Inspector, BOP Inspector, or an equivalent designation as determined by a Verification Oversight Organization such as RESNET.

⁷ On-site power generation may not be used to qualify a home for the DOE Zero Energy Ready Home Target Home requirements, but can be used to achieve additional HERS Index Score reductions needed for homes larger than the Benchmark Home.



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⁸ The version of ENERGY STAR Homes or ESMFNC to be used shall be determined based on ENERGY STAR program requirements and implementation timelines. See the ENERGY STAR Homes program site for information: https://www.energystar.gov/newhomes/homes_prog_reqs/national_page. See the ESMFNC program site for information: https://www.energystar.gov/newhomes/homes_prog_reqs/multifamily_national_page#site-built.

⁹ DOE Zero Energy Ready Home requires projects to be certified under the ENERGY STAR Certified Homes program or under the ENERGY STAR Multifamily New Construction (ESMFNC) program. Projects certifying under the ESMFNC program are advised that DOE ZERH certification requires that such projects use either the HERS or Prescriptive paths within the ESMFNC program, and that such projects are limited to 5 stories above grade or less to be eligible for DOE ZERH certification. Partners are also advised that DOE is developing a revised program design for multifamily dwellings, consistent with the ENERGY STAR Multifamily New Construction program, which will be available for use (but not yet required) on/after March 1, 2020. This program design is likely to be limited to buildings 5 stories above grade or less. Project certification under the ENERGY STAR Multifamily High-Rise program is not accepted at this time.

Sampling of those requirements for ENERGY STAR Homes qualification is permitted consistent with the ENERGY STAR for Homes V3 allowances for sampling (see ENERGY STAR Homes National Program Requirements). Sampling for Indoor airPLUS qualification is permitted consistent with the Indoor airPLUS program requirements.

With respect to Provision 1.3 within the ENERGY STAR Qualified Homes, Version 3/3.1 (REV09) Rater Field Checklist requiring RESNET-defined Grade I installation of insulation, where ceiling, wall, or floor assembly insulation is installed "blind" between layers of sheathing and therefore cannot be visually inspected, such assemblies are deemed equivalent to a RESNET-defined Grade I installation if the assembly insulation level is at least 50% greater than the specified value for the DOE Zero Energy Ready Home Target Home, based on nominal R-value.

¹⁰ For homes achieving PHIUS+ certification, DOE will allow compliance with the 2015 IRC kitchen ventilation airflow rates (M 1507.4) as an alternative to those specified within ASHRAE 62.2. This alternative will remain in effect while DOE works to develop an ASHRAE 62.2-compliant solution optimized for very low-load homes.

¹¹ Windows shall meet the ENERGY STAR Window Product Criteria as listed in this table. Note that the Cold Climate U and SHGC values shown below are based on the older ENERGY STAR v5.0 Window Specifications. DOE will periodically review the feasibility of adopting ENERGY STAR v6.0 Window Specifications for the Cold Climate Zones, which entail lower U values. Any program update to require the v6.0 window specs in Cold Climates will be announced with a minimum 1-year phase-in.

Window Specs Required for DOE Zero Energy Ready Home Projects	Hot Climates IECC CZ 1-2		Mixed Climates IECC CZ 3-4 except Marine		Cold Climates IECC CZ 5-8 and 4 Marine	
	U-Value	SHGC	U-value	SHGC	U-Value	SHGC
	0.40	0.25	[CZ 3] 0.30 [CZ 4] 0.30	[CZ 3] 0.25 [CZ 4] 0.40	0.30 0.31 0.32	Any ≥0.35 ≥0.40

The following exceptions apply:

- An area-weighted average of fenestration products shall be permitted to satisfy the U-factor requirements;



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- b. An area-weighted average of fenestration products $\geq 50\%$ glazed shall be permitted to satisfy the SHGC requirements;
- c. 15 square feet of glazed fenestration per dwelling unit shall be exempt from the U-factor and SHGC requirements, and shall be excluded from area-weighted averages calculated using a) and b), above;
- d. One side-hinged opaque door assembly up to 24 square feet in area shall be exempt from the U-factor requirements and shall be excluded from area-weighted averages calculated using a) and b), above;
- e. Fenestration utilized as part of a passive solar design shall be exempt from the U-factor and SHGC requirements, and shall be excluded from area-weighted averages calculated using a) and b), above. Exempt windows shall be facing within 45 degrees of true South and directly coupled to thermal storage mass that has a heat capacity $> 20 \text{ btu} / \text{ft}^3 \times \text{F}$ and provided in a ratio of at least 3 sq. ft. per sq. ft. of South facing fenestration. Generally, thermal mass materials will be at least 2 in. thick.
- f. For homes achieving PHIUS+ certification where triple glazed window assemblies with thermal breaks/spacers between the panes are used, such windows are deemed to meet this requirement even in the absence of an ENERGY STAR certification.

¹² Building envelope assemblies, including exterior walls and unvented attic assemblies (where used), shall comply with the relevant vapor retarder provisions of the 2015 International Residential Code (IRC).

¹³ Insulation levels in a home shall meet or exceed the component insulation requirements in the 2015 International Energy Conservation Code (IECC) – Table R402.1.2. The following exceptions apply:

- a. Steel-frame ceilings, walls, and floors shall meet the insulation requirements of the 2015 IECC – Table 402.2.6.
- b. For ceilings with attic spaces, R-30 shall satisfy the requirement for R-38 and R-38 shall satisfy the requirement for R-49 wherever the full height of uncompressed insulation at the lower R-value extends over the wall top plate at the eaves. This exemption shall not apply if the alternative calculations in d) are used;
- c. For ceilings without attic spaces, R-30 shall satisfy the requirement for any required value above R-30 if the design of the roof / ceiling assembly does not provide sufficient space for the required insulation value. This exemption shall be limited to 500 sq. ft. or 20% of the total insulated ceiling area, whichever is less. This exemption shall not apply if the alternative calculations in d) are used;
- d. An alternative equivalent U-factor or total UA calculation may also be used to demonstrate compliance, as follows: An assembly with a U-factor equal to or less than specified in Table 402.1.4 of the 2015 IECC complies. A total building thermal envelope UA that is less than or equal to the total UA resulting from the U-factors in Table 402.1.4 also complies. The insulation levels of fenestration, ceilings, walls, floors, and slabs can be traded off using the UA approach under both the Prescriptive and the Performance Path. Also, note that while ceiling and slab insulation can be included in trade-off calculations, Items 3.1 through 3.3 of the ENERGY STAR Rev09 Rater Field Checklist shall be met regardless of the UA tradeoffs calculated. The UA calculation shall be done using a method consistent with the ASHRAE Handbook of Fundamentals and shall include the thermal bridging effects of framing materials. The calculation for a steel-frame envelope assembly shall use the ASHRAE zone method or a method providing equivalent results, and not a series-parallel path calculation method.

¹⁴ Exceptions and alternative compliance paths to locating 100% of forced-air ducts in home's thermal and air barrier boundary are:

- a. Up to 10' of total duct length is permitted to be outside of the home's thermal and air barrier boundary.
- b. Ducts are located in an unvented attic, regardless of whether this space is conditioned with a supply register
- c. Ducts are located in a vented attic with all of the following characteristics:
 - i. In Moist climates (Zones 1A, 2A, 3A, 4A, 5A, 6A and 7A per 2015 IECC Figure R301.1) and Marine climates (all "C" Zones per 2015 IECC Figure R301.1), minimum R-8 duct insulation with an additional minimum 1.5" of closed-cell spray foam insulation encapsulating the ducts; duct leakage to outdoors $\leq 3 \text{ CFM}_{25}$ per 100 ft^2 of conditioned floor area (in addition to meeting *total* duct leakage requirements from Section 4.1 of the ENERGY STAR HVAC Rater checklist); and ductwork buried under at least 2" of blown-in insulation.



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- ii. In Dry climates (all "B" Zones per 2015 IECC Figure R301.1), minimum R-8 duct insulation; duct leakage to outdoors ≤ 3 CFM25 per 100 ft² of conditioned floor area (in addition to meeting *total* duct leakage requirements from Section 4.1 of the ENERGY STAR HVAC Rater checklist); and ductwork buried under at least 3.5" of blown-in insulation.

Note that in either of these designs the HVAC equipment must still be located within the home's thermal and air barrier boundary.

- d. Systems which meet the criteria for "Ducts Located in Conditioned Space" as defined by the 2018 IECC Section R403.3.7
- e. Jump ducts which do not directly deliver conditioned air from the HVAC unit may be located in attics if all joints, including boot-to-drywall, are fully air sealed with mastic or foam, and the jump duct is fully buried under the attic insulation.
- f. Ducts are located within an unvented crawl space
- g. Ducts are located in a basement which is within the home's thermal boundary
- h. Ductless HVAC system is used

¹⁵ Hot water delivery systems **in single family homes and distributed (individual water heater) systems in multifamily buildings** meet the following efficiency requirements:

To minimize water wasted while waiting for hot water, the hot water distribution system shall store no more than 0.5 gallons (1.9 liters) of water in any piping/manifold between the hot water source and any hot water fixture. In the case of on-demand recirculation systems, the 0.5 gallon (1.9 liter) storage limit shall be measured from the point where the branch feeding the fixture branches off the recirculation loop, to the fixture itself. To verify that the system stores no more than 0.5 gallons (1.9 liters), verifiers shall calculate the stored volume using the piping or tubing inside diameter and the length of the piping/tubing. System options include manifold-fed systems; structured plumbing systems; core plumbing layouts, and on-demand recirculation systems. The following requirements apply to recirculation systems:

- a. Recirculation systems must be based on an occupant-controlled switch or an occupancy sensor, installed in each bathroom which is located beyond a 0.5 gallon stored-volume range from the water heater.
- b. Recirculation systems which operate based on "adaptive" scheduling, meaning that they "learn" the hot water demand profile in the home and adapt their operation to anticipate this profile, are permitted at this time, and do not require the use of occupant-controlled switches or occupancy sensors.
- c. Recirculation systems that are activated based **solely** on a timer and/or temperature sensor are not eligible.

No more than 0.6 gallons (2.3 liters) of water shall be collected from the hot water fixture before hot water is delivered. Only the fixture with the greatest stored volume between the fixture and the hot water source (or recirculation loop) needs to be tested. To field verify that the system meets the 0.6 gallon (2.3 liter) limit, verifiers shall first initiate operation of on-demand recirculation systems, if present, and let such systems run for at least 40 seconds. If an Adaptive Scheduling system cannot be "forced" into recirculation mode, contact DOE for further guidance. Next, a bucket or flow measuring bag (pre-marked for 0.6 gallons) shall be placed under the hot water fixture. The hot water shall be turned on completely and a digital temperature sensor used to record the initial temperature of the water flow. Once the water reaches the pre-marked line at 0.6 gallons (approximately 24 seconds for a lavatory faucet), the water shall be turned off and the ending temperature of the water flow (not the collection bucket) shall be recorded. The temperature of the water flow must increase by ≥ 10 °F. Under the DOE Zero Energy Ready Home program, the approved verifier may confirm compliance with these requirements.



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Central hot water delivery systems in multifamily buildings must include on-demand recirculation which operates based on both a demand indicator and the loop water temperature. For qualifying central systems, verifiers must confirm that the pump is installed with flow in the correct direction and that the system's temperature sensors are installed.

Advisories:

- On-demand central systems in multifamily buildings do not currently have a stored volume limit. DOE encourages partners to design central hot water distribution systems in multifamily buildings to limit the stored volume between the recirculation loop and the furthest fixture to 1.0 gallons.
- Piping for central system recirculation loops in multifamily buildings should be insulated per the local code requirements. DOE encourages the use of R-4 pipe insulation on recirculation loop piping.
- DOE encourages that the recirculation pump for central systems be set to operate at a temperature which is at least 5°F less than the water heater set point temperature.

DOE will evaluate the possibility of making these recommendations into requirements in future updates to these specifications.

¹⁶ Water heaters and fixtures in single family homes and in multifamily dwellings with their own independent water heater meet the following efficiency criteria:

- a. Gas water heaters, if present, shall have an Energy Factor ≥ 0.90 or a Uniform Energy Factor ≥ 0.87
- b. Electric water heaters, if present, shall have an Energy Factor ≥ 2.2 or a Uniform Energy Factor ≥ 2.2
- c. All showerheads and bathroom sink faucets shall be WaterSense labeled.
- d. The hot water distribution system shall store no more than 1.2 gallons between the hot water source and the furthest fixture. This shall be verified by either 1) a calculation using the piping or tubing interior diameter and the system length based on plans, or 2) by a field verification test, using the protocol described in Endnote 15, which demonstrates a minimum temperature rise of 10 °F by the time 1.4 gallons of water is delivered to the furthest hot water fixture.

These provisions do not apply to multifamily buildings with central hot water delivery systems. These project types must instead satisfy the Efficient Hot Water Distribution provision instead (see Endnote 15).

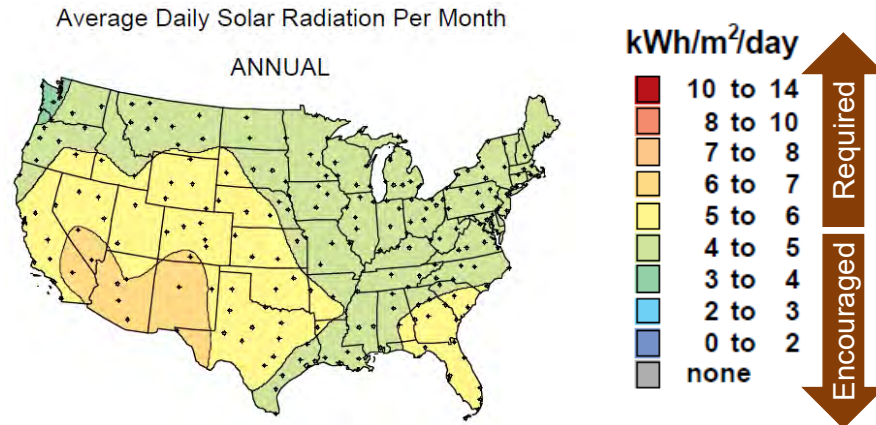
¹⁷ For products in categories which are not covered by ENERGY STAR product criteria, such as combination all-in-one clothes washer-dryers, these products are exempt.

¹⁸ DOE Zero Energy Ready Home requires that the provisions of the PV-Ready Checklist are completed based on the requirements and allowances in this end note. For multifamily buildings, the PV-Ready provisions may be applied to the electric service for the building's common space instead of being applied to each dwelling unit. DOE encourages, but does not require, the use of the Solar Water Heating-Ready provisions.

The PV-Ready Checklist only applies when all of the following conditions a through d below are satisfied. Homes for which the PV-Ready Checklist does not apply based on these criteria may still qualify for DOE Zero Energy Ready Home if all other program requirements are satisfied. Homes that utilize renewable energy from utilities or third parties on a contractual basis may also be exempt from the PV-Ready Checklist – contact DOE for further guidance.

- a. The home does not already include a PV system. This includes installed community solar systems which contribute some amount of offset to the home's electrical usage.
- b. Location, based on zip code, has at least 5 kWh/m²/day average daily solar radiation based on annual solar insolation using this online tool: <http://pvwatts.nrel.gov/pvwatts>. Users should enter the project location zip code, use the System Info default settings, and then proceed to the "Results" tab on the tool to see the Average Annual Solar Radiation value in kWh/m²/day.

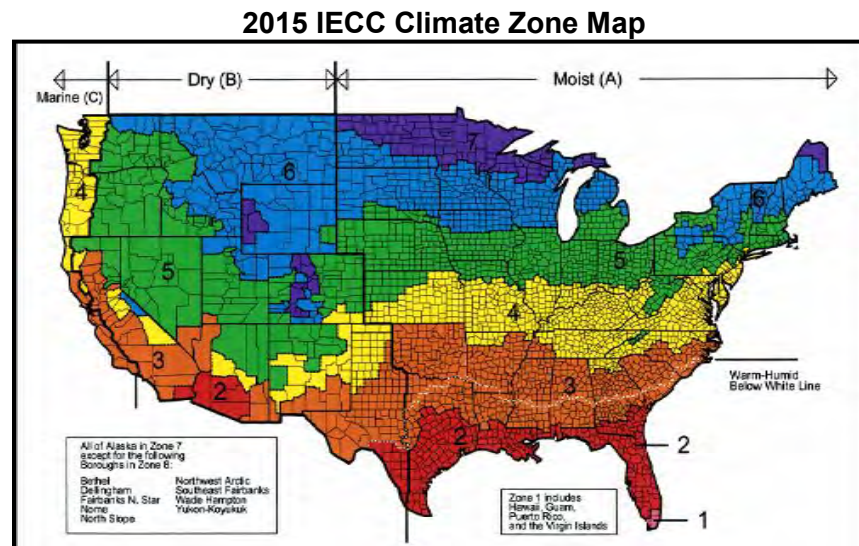
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- c. Location does not have significant natural shading (e.g., trees, tall buildings on the south-facing roof).
- d. Home as designed has the minimum free roof area within +/- 45° of true south as noted in the table below.

Conditioned Floor Area of House (ft ²)	Minimum Roof Area within +/- 45° of True South for PV-Ready Checklist to Apply (ft ²)
≤ 2000	110
≤ 4000	220
≤ 6000	330
>6000	440

¹⁹ The following Map is shown to depict climate zone boundaries. It is for illustrative purposes only and is based on the 2015 IECC.



²⁰ HVAC System Type for the Target Home shall be the same as the Rated Home, with the following exceptions. The Target Home is configured with an air-source heat pump in Climate Zones 1-6 when the Rated Home is modeled with a ground-source heat pump, electric strip or baseboard heat; and the Target Home is configured with ground-source heat



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pump in Climate Zones 7 & 8 when the Rated Home is modeled with an air-source or ground-source heat pump, electric strip or baseboard heat. Applicable efficiency levels shall be selected from Exhibit 2.

²¹ DOE recommends, but does not require, that cooling systems in hot/humid climates utilize controls for immediate blower shutoff after condenser shutoff, to prevent re-evaporation of moisture off the wet coil.

²² Air source heat pumps with electric resistance backup cannot be used in homes qualified in Climate Zones 7 & 8 using the Prescriptive Path.

²³ Envelope leakage shall be determined by an approved verifier using a RESNET-approved testing protocol.

²⁴ All decorative glass and skylight window areas count toward the total window area to above-grade conditioned floor area (WFA) ratio.

²⁵ DOE strongly encourages all DOE Zero Energy Ready Home partners to consider using R-5 windows in cold climates in anticipation of them becoming the state-of-the-art window choice in the near future.

²⁶ For homes using Exhibit 2 for Prescriptive compliance with the DOE Zero Energy Ready Home, the following exceptions to the U-Value and SHGC requirements in Exhibit 2 apply:

- a. An area-weighted average of fenestration products shall be permitted to satisfy the U-factor requirements;
- b. An area-weighted average of fenestration products $\geq 50\%$ glazed shall be permitted to satisfy the SHGC requirements;
- c. 15 square feet of glazed fenestration per dwelling unit shall be exempt from the U-factor and SHGC requirements, and shall be excluded from area-weighted averages calculated using a) and b), above;
- d. One side-hinged opaque door assembly up to 24 square feet in area shall be exempt from the U-factor requirements and shall be excluded from area-weighted averages calculated using a) and b), above;
- e. Fenestration utilized as part of a passive solar design shall be exempt from the U-factor and SHGC requirements, and shall be excluded from area-weighted averages calculated using a) and b), above. Exempt windows shall be facing within 45 degrees of true South and directly coupled to thermal storage mass that has a heat capacity > 20 btu / ft³ x °F and provided in a ratio of at least 3 sq. ft. per sq. ft. of South facing fenestration. Generally, thermal mass materials will be at least 2 in. thick.

²⁷ *For Prescriptive Path:* All decorative glass and skylight window areas count toward the total window area to above-grade conditioned floor area (WFA) ratio. For homes using the Prescriptive Path that have a WFA ratio $> 15\%$, the following additional requirements apply:

- a. In Climate Zones 1, 2, and 3, an improved window SHGC is required and is determined by:

$$\text{Improved SHGC} = [0.15 / \text{WFA}] \times [\text{ENERGY STAR SHGC}]$$

Where the ENERGY STAR SHGC is the maximum allowable SHGC in Exhibit 1, ENERGY STAR Reference Design, for the Climate Zone where the home will be built.

- b. In Climate Zones 4, 5, 6, 7, and 8, an improved window U-Value is required and is determined by:

$$\text{Improved U-Value} = [0.15 / \text{WFA}] \times [\text{ENERGY STAR U-Value}]$$

Where the ENERGY STAR U-Value is the maximum allowable U-Value in Exhibit 1, ENERGY STAR Reference Design, for the Climate Zone where the home will be built.

²⁸ In homes with heat pumps, programmable thermostats shall have "Adaptive Recovery" technology to prevent the excessive use of electric back-up heating.



DOE Zero Energy Ready Home National Program Requirements (Rev. 07) May 1, 2019

²⁹ The average-size home for a specific number of bedrooms is termed "Benchmark Home". The conditioned floor area for a Benchmark Home (CFA Benchmark Home) is determined by selecting the appropriate value from Exhibit 3. For homes with more than 8 bedrooms, the CFA Benchmark Home shall be determined by multiplying 600 sq. ft. times the total number of bedrooms and adding 400 sq. ft.

Example 10 Bedroom Home: Benchmark Home = (600 sq. ft. x 10) + 400 sq. ft. = 6,400 sq. ft.

RFP 22-061, CM/GC CLAUDE COURT
PROFILE OF FIRM – Two Pages
Attachment E

This Form must be fully completed and placed under Part 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 ☐ Woman-Owned ☐ Disabled ☐ Other (Specify):
(MBE) (Caucasian) Veteran
_____% _____% _____% _____%

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 Unison? 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 Unison discovers that any information entered herein is false, that shall entitle Unison Housing Partners to not consider nor make award or to cancel any award with the undersigned party.

Signature: _____ Date: _____

Printed Name: _____

Phone: _____

Email: _____

RFP 22-061, CM/GC CLAUDE COURT
PROPOSAL CHECKLIST AND ACKNOWLEDGEMENT
Attachment F

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

Instructions: This checklist is provided as a courtesy to all responders. It is the responsibility of each responder to ensure that the submittal package is complete. Please complete this form by marking X, where provided, to indicate that the referenced information has been included.

X=ITEM INCLUDED	SUBMITTAL ITEMS
	Part 1 – Required Maiker Attachments – RFP Section 10.1
	Part 2 – Affidavits and Certifications - RFP Section 10.2
	Part 3 – Required HUD Forms – RFP Section 10.3
	Part 4 – Section 3 and Equal Employment Opportunity – RFP Section 10.4
	Part 5 – Managerial Capacity –RFP Section 10.5
	Part 6 – Financial Capacity – RFP Section 10.6
	Part 7 – Experience – RRP Section 10.7
	Part 8 – Pricing and Bid Form– RFP Section 10.8

Complete the "Section 3 Statement" and the "Proposer's Statement" as noted below:

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES___ or NO___. If YES, pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 5, which priority are you claiming? _____.

PROPOSER'S STATEMENT

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the ACHA discovers that any information entered herein is false, that shall entitle the ACHA to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the bid submittal the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the ACHA. Pursuant to all RFP Documents and all attachments pursuant to all completed documents submitted, including these forms and all attachments, the undersigned proposes to supply the ACHA with the services described herein for the fees proposed pertaining to this RFP.

Signature: _____ Date: _____

Printed Name: _____

Company: _____

**RFP 22-061, CM/GC CLAUDE COURT
NON-COLLUSIVE AFFIDAVIT**

ATTACHMENT G

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 signee of this bid or proposal in behalf of the corporate bidder.

(Printed Name) _____ deposes and says that he/she is the party making the foregoing proposal or bid for RFP 22-061 for Maiker Housing Partners, that such proposal or bid is genuine and not collusive, and that all facts herein are true.

Signature: _____

Name of Firm: _____

Date: _____

RFP 22-061, CM/GC CLAUDE COURT
CONTRACTOR'S CERTIFICATION OF COMPLIANCE
Attachment H

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 Maiker Housing Partners, 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

Signature

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.

RFP 22-061, CM/GC CLAUDE COURT
Attachment I

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

Instructions to Bidders for Contracts
Public and Indian Housing Programs

Instructions to Bidders for Contracts

Public and Indian Housing Programs

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1. Bid Preparation and Submission

(a) Bidders are expected to examine the specifications, drawings, all instructions, and, if applicable, the construction site (see also the contract clause entitled **Site Investigation and Conditions Affecting the Work** of the *General Conditions of the Contract for Construction*). Failure to do so will be at the bidders' risk.

(b) All bids must be submitted on the forms provided by the Public Housing Agency/Indian Housing Authority (PHA/IHA). Bidders shall furnish all the information required by the solicitation. Bids must be signed and the bidder's name typed or printed on the bid sheet and each continuation sheet which requires the entry of information by the bidder. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority. (Bidders should retain a copy of their bid for their records.)

(c) Bidders must submit as part of their bid a completed form HUD-5369-A, "Representations, Certifications, and Other Statements of Bidders."

(d) All bid documents shall be sealed in an envelope which shall be clearly marked with the words "Bid Documents," the Invitation for Bids (IFB) number, any project or other identifying number, the bidder's name, and the date and time for receipt of bids.

(e) If this solicitation requires bidding on all items, failure to do so will disqualify the bid. If bidding on all items is not required, bidders should insert the words "No Bid" in the space provided for any item on which no price is submitted.

(f) Unless expressly authorized elsewhere in this solicitation, alternate bids will not be considered.

(g) Unless expressly authorized elsewhere in this solicitation, bids submitted by telegraph or facsimile (fax) machines will not be considered.

(h) If the proposed contract is for a Mutual Help project (as described in 24 CFR Part 905, Subpart E) that involves Mutual Help contributions of work, material, or equipment, supplemental information regarding the bid advertisement is provided as an attachment to this solicitation.

2. Explanations and Interpretations to Prospective Bidders

(a) Any prospective bidder desiring an explanation or interpretation of the solicitation, specifications, drawings, etc., must request it at least 7 days before the scheduled time for bid opening. Requests may be oral or written. Oral requests must be confirmed in writing. The only oral clarifications that will be provided will be those clearly related to solicitation procedures, i.e., not substantive technical information. No other oral explanation or interpretation will be provided. Any information given a prospective bidder concerning this solicitation will be furnished promptly to all other prospective bidders as a written amendment to the solicitation, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to other prospective bidders.

(b) Any information obtained by, or provided to, a bidder other than by formal amendment to the solicitation shall not constitute a change to the solicitation.

3. Amendments to Invitations for Bids

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

(b) Bidders shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date on the bid form, or (3) by letter, telegram, or facsimile, if those methods are authorized in the solicitation. The PHA/IHA must receive acknowledgement by the time and at the place specified for receipt of bids. Bids which fail to acknowledge the bidder's receipt of any amendment will result in the rejection of the bid if the amendment(s) contained information which substantively changed the PHA's/IHA's requirements.

(c) Amendments will be on file in the offices of the PHA/IHA and the Architect at least 7 days before bid opening.

4. Responsibility of Prospective Contractor

(a) The PHA/IHA will award contracts only to responsible prospective contractors who have the ability to perform successfully under the terms and conditions of the proposed contract. In determining the responsibility of a bidder, the PHA/IHA will consider such matters as the bidder's:

- (1) Integrity;
- (2) Compliance with public policy;
- (3) Record of past performance; and
- (4) Financial and technical resources (including construction and technical equipment).

(b) Before a bid is considered for award, the bidder may be requested by the PHA/IHA to submit a statement or other documentation regarding any of the items in paragraph (a) above. Failure by the bidder to provide such additional information shall render the bidder nonresponsible and ineligible for award.

5. Late Submissions, Modifications, and Withdrawal of Bids

(a) Any bid 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 PHA/IHA that the late receipt was due solely to mishandling by the PHA/IHA after receipt at the PHA/IHA; or

(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 observed holidays.

(b) Any modification or withdrawal of a bid is subject to the same conditions as in paragraph (a) of this provision.

(c) The only acceptable evidence to establish the date of mailing of a late bid, 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 bid, 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, bidders should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(d) The only acceptable evidence to establish the time of receipt at the PHA/IHA is the time/date stamp of PHA/IHA on the proposal wrapper or other documentary evidence of receipt maintained by the PHA/IHA.

(e) The only acceptable evidence to establish the date of mailing of a late bid, 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, bidders should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and Failure by a bidder to acknowledge receipt of the envelope or wrapper.

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

(g) Bids 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 the exact time set for opening of bids; provided that written confirmation of telegraphic or facsimile withdrawals over the signature of the bidder is mailed and postmarked prior to the specified bid opening time. A bid may be withdrawn in person by a bidder or its authorized representative if, before the exact time set for opening of bids, the identity of the person requesting withdrawal is established and the person signs a receipt for the bid.

6. Bid Opening

All bids received by the date and time of receipt specified in the solicitation will be publicly opened and read. The time and place of opening will be as specified in the solicitation. Bidders and other interested persons may be present.

7. Service of Protest

(a) Definitions. As used in this provision:

"Interested party" means an actual or prospective bidder whose direct economic interest would be affected by the award of the contract.

"Protest" means a written objection by an interested party to this solicitation or to a proposed or actual award of a contract pursuant to this solicitation.

(b) Protests shall be served on the Contracting Officer by obtaining written and dated acknowledgement from —

[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer]

(c) All protests shall be resolved in accordance with the PHA's/IHA's protest policy and procedures, copies of which are maintained at the PHA/IHA.

8. Contract Award

(a) The PHA/IHA will evaluate bids in response to this solicitation without discussions and will award a contract to the responsible bidder whose bid, conforming to the solicitation, will be most advantageous to the PHA/IHA considering only price and any price-related factors specified in the solicitation.

(b) If the apparent low bid received in response to this solicitation exceeds the PHA's/IHA's available funding for the proposed contract work, the PHA/IHA may either accept separately priced items (see 8(e) below) or use the following procedure to determine contract award. The PHA/IHA shall apply in turn to each bid (proceeding in order from the apparent low bid to the high bid) each of the separately priced bid deductible items, if any, in their priority order set forth in this solicitation. If upon the application of the first deductible item to all initial bids, a new low bid is within the PHA's/IHA's available funding, then award shall be made to that bidder. If no bid is within the available funding amount, then the PHA/IHA shall apply the second deductible item. The PHA/IHA shall continue this process until an evaluated low bid, if any, is within the PHA's/IHA's available funding. If upon the application of all deductibles, no bid is within the PHA's/IHA's available funding, or if the solicitation does not request separately priced deductibles, the PHA/IHA shall follow its written policy and procedures in making any award under this solicitation.

(c) In the case of tie low bids, award shall be made in accordance with the PHA's/IHA's written policy and procedures.

(d) The PHA/IHA may reject any and all bids, accept other than the lowest bid (e.g., the apparent low bid is unreasonably low), and waive informalities or minor irregularities in bids received, in accordance with the PHA's/IHA's written policy and procedures.

(e) Unless precluded elsewhere in the solicitation, the PHA/IHA may accept any item or combination of items bid.

(f) The PHA/IHA may reject any bid as nonresponsive if it is materially unbalanced as to the prices for the various items of work to be performed. A bid is materially unbalanced when it is based on prices significantly less than cost for some work and prices which are significantly overstated for other work.

(g) A written award shall be furnished to the successful bidder within the period for acceptance specified in the bid and shall result in a binding contract without further action by either party.

9. Bid Guarantee (applicable to construction and equipment contracts exceeding \$25,000)

All bids must be accompanied by a negotiable bid guarantee which shall not be less than five percent (5%) of the amount of the bid. The bid guarantee may be a certified check, bank draft, U.S. Government Bonds at par value, or a bid bond secured by a surety company acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. In the case where the work under the contract will be performed on an Indian reservation area, the bid guarantee may also be an irrevocable Letter of Credit (see provision 10, Assurance of Completion, below). Certified checks and bank drafts must be made payable to the order of the PHA/IHA. The bid guarantee shall insure the execution of the contract and the furnishing of a method of assurance of completion by the successful bidder as required by the solicitation. Failure to submit a bid guarantee with the bid shall result in the rejection of the bid. Bid guarantees submitted by unsuccessful bidders will be returned as soon as practicable after bid opening.

10. Assurance of Completion

(a) Unless otherwise provided in State law, the successful bidder shall furnish an assurance of completion prior to the execution of any contract under this solicitation. This assurance may be [Contracting Officer check applicable items] —

[] (1) a performance and payment bond in a penal sum of 100 percent of the contract price; or, as may be required or permitted by State law;

[] (2) separate performance and payment bonds, each for 50 percent or more of the contract price;

[] (3) a 20 percent cash escrow;

[] (4) a 25 percent irrevocable letter of credit; or,

[] (5) an irrevocable letter of credit for 10 percent of the total contract price with a monitoring and disbursements agreement with the IHA (applicable only to contracts awarded by an IHA under the Indian Housing Program).

(b) Bonds must be obtained from guarantee or surety companies acceptable to the U.S. Government and authorized to do business in the state where the work is to be performed. Individual sureties will not be considered. U.S. Treasury Circular Number 570, published annually in the Federal Register, lists companies approved to act as sureties on bonds securing Government contracts, the maximum underwriting limits on each contract bonded, and the States in which the company is licensed to do business. Use of companies listed in this circular is mandatory. Copies of the circular may be downloaded on the U.S. Department of Treasury website <http://www.fms.treas.gov/c570/index.html>, or ordered for a minimum fee by contacting the Government Printing Office at (202) 512-2168.

(c) Each bond shall clearly state the rate of premium and the total amount of premium charged. The current power of attorney for the person who signs for the surety company must be attached to the bond. The effective date of the power of attorney shall not precede the date of the bond. The effective date of the bond shall be on or after the execution date of the contract.

(d) Failure by the successful bidder to obtain the required assurance of completion within the time specified, or within such extended period as the PHA/IHA may grant based upon reasons determined adequate by the PHA/IHA, shall render the bidder ineligible for award. The PHA/IHA may then either award the contract to the next lowest responsible bidder or solicit new bids. The PHA/IHA may retain the ineligible bidder's bid guarantee.

11. Preconstruction Conference (applicable to construction contracts)

After award of a contract under this solicitation and prior to the start of work, the successful bidder will be required to attend a preconstruction conference with representatives of the PHA/IHA and its architect/engineer, and other interested parties convened by the PHA/IHA. The conference will serve to acquaint the participants with the general plan of the construction operation and all other requirements of the contract (e.g., Equal Employment Opportunity, Labor Standards). The PHA/IHA will provide the successful bidder with the date, time, and place of the conference.

12. Indian Preference Requirements (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

(a) HUD has determined that the contract awarded under this solicitation is subject to the requirements of section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e(b)). Section 7(b) requires that any contract or subcontract entered into for the benefit of Indians shall require that, to the greatest extent feasible

(1) Preferences and opportunities for training and employment (other than core crew positions; see paragraph (h) below) in connection with the administration of such contracts or subcontracts be given to qualified "Indians." The Act defines "Indians" to mean persons who are members of an Indian tribe and defines "Indian tribe" to mean any Indian tribe, band, nation, or other organized group or community, including any Alaska Native village or regional or village corporation as defined in or established pursuant to the Alaska Native Claims Settlement Act, which is recognized as eligible for the special programs and services provided by the United States to Indians because of their status as Indians; and,

(2) Preference in the award of contracts or subcontracts in connection with the administration of contracts be given to Indian organizations and to Indian-owned economic enterprises, as defined in section 3 of the Indian Financing Act of 1974 (25 U.S.C. 1452). That Act defines "economic enterprise" to mean any Indian-owned commercial, industrial, or business activity established or organized for the purpose of profit, except that the Indian ownership must constitute not less than 51 percent of the enterprise; "Indian organization" to mean the governing body of any Indian tribe or entity established or recognized by such governing body; "Indian" to mean any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act; and Indian "tribe" to mean any Indian tribe, band, group, pueblo, or community including Native villages and Native groups (including

corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

(b) (1) The successful Contractor under this solicitation shall comply with the requirements of this provision in awarding all subcontracts under the contract and in providing training and employment opportunities.

(2) A finding by the IHA that the contractor, either (i) awarded a subcontract without using the procedure required by the IHA, (ii) falsely represented that subcontracts would be awarded to Indian enterprises or organizations; or, (iii) failed to comply with the contractor's employment and training preference bid statement shall be grounds for termination of the contract or for the assessment of penalties or other remedies.

(c) If specified elsewhere in this solicitation, the IHA may restrict the solicitation to qualified Indian-owned enterprises and Indian organizations. If two or more (or a greater number as specified elsewhere in the solicitation) qualified Indian-owned enterprises or organizations submit responsive bids, award shall be made to the qualified enterprise or organization with the lowest responsive bid. If fewer than the minimum required number of qualified Indian-owned enterprises or organizations submit responsive bids, the IHA shall reject all bids and readvertise the solicitation in accordance with paragraph (d) below.

(d) If the IHA prefers not to restrict the solicitation as described in paragraph (c) above, or if after having restricted a solicitation an insufficient number of qualified Indian enterprises or organizations submit bids, the IHA may advertise for bids from non-Indian as well as Indian-owned enterprises and Indian organizations. Award shall be made to the qualified Indian enterprise or organization with the lowest responsive bid if that bid is -

(1) Within the maximum HUD-approved budget amount established for the specific project or activity for which bids are being solicited; and

(2) No more than the percentage specified in 24 CFR 905.175(c) higher than the total bid price of the lowest responsive bid from any qualified bidder. If no responsive bid by a qualified Indian-owned economic enterprise or organization is within the stated range of the total bid price of the lowest responsive bid from any qualified enterprise, award shall be made to the bidder with the lowest bid.

(e) Bidders seeking to qualify for preference in contracting or subcontracting shall submit proof of Indian ownership with their bids. Proof of Indian ownership shall include but not be limited to:

(1) Certification by a tribe or other evidence that the bidder is an Indian. The IHA shall accept the certification of a tribe that an individual is a member.

(2) Evidence such as stock ownership, structure, management, control, financing and salary or profit sharing arrangements of the enterprise.

(f) (1) All bidders must submit with their bids a statement describing how they will provide Indian preference in the award of subcontracts. The specific requirements of that statement and the factors to be used by the IHA in determining the statement's adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement shall be rejected as nonresponsive. The IHA may require that comparable statements be provided by subcontractors to the successful Contractor, and may require the Contractor to reject any bid or proposal by a subcontractor that fails to include the statement.

(2) Bidders and prospective subcontractors shall submit a certification (supported by credible evidence) to the IHA in any instance where the bidder or subcontractor believes it is infeasible to provide Indian preference in subcontracting. The acceptance or rejection by the IHA of the certification shall be final. Rejection shall disqualify the bid from further consideration.

(g) All bidders must submit with their bids a statement detailing their employment and training opportunities and their plans to provide preference to Indians in implementing the contract; and the number or percentage of Indians anticipated to be employed and trained. Comparable statements from all proposed subcontractors must be submitted. The criteria to be used by the IHA in determining the statement(s)'s adequacy are included as an attachment to this solicitation. Any bid that fails to include the required statement(s), or that includes a statement that does not meet minimum standards required by the IHA shall be rejected as nonresponsive.

(h) Core crew employees. A core crew employee is an individual who is a bona fide employee of the contractor at the time the bid is submitted; or an individual who was not employed by the bidder at the time the bid was submitted, but who is regularly employed by the bidder in a supervisory or other key skilled position when work is available. Bidders shall submit with their bids a list of all core crew employees.

(i) Preference in contracting, subcontracting, employment, and training shall apply not only on-site, on the reservation, or within the IHA's jurisdiction, but also to contracts with firms that operate outside these areas (e.g., employment in modular or manufactured housing construction facilities).

(j) Bidders should contact the IHA to determine if any additional local preference requirements are applicable to this solicitation.

(k) The IHA [] does [] does not [Contracting Officer check applicable box] maintain lists of Indian-owned economic enterprises and Indian organizations by specialty (e.g., plumbing, electrical, foundations), which are available to bidders to assist them in meeting their responsibility to provide preference in connection with the administration of contracts and subcontracts.

**RFP 22-061, CM/GC CLAUDE COURT
ATTACHMENT J**

**U.S. Department of Housing
and Urban Development**

Office of Public and Indian Housing

**Representations, Certifications,
and Other Statements of Bidders
Public and Indian Housing Programs**

Representations, Certifications, and Other Statements of Bidders

Public and Indian Housing Programs

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1. Certificate of Independent Price Determination

(a) The bidder certifies that--

(1) The prices in this bid have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to (i) those prices, (ii) the intention to submit a bid, or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this bid have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a competitive proposal solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a bid for the purpose of restricting competition.

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

(1) Is the person in the bidder'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's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder'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 deletes or modifies subparagraph (a)2 above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

[] [Contracting Officer check if following paragraph is applicable]

(d) Non-collusive affidavit. (applicable to contracts for construction and equipment exceeding \$50,000)

(1) Each bidder shall execute, in the form provided by the PHA/IHA, an affidavit to the effect that he/she has not colluded with any other person, firm or corporation in regard to any bid submitted in response to this solicitation. If the successful bidder did not submit the affidavit with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the affidavit by that date may render the bid nonresponsive. No contract award will be made without a properly executed affidavit.

(2) A fully executed "Non-collusive Affidavit" [] is, [] is not included with the bid.

2. Contingent Fee Representation and Agreement

(a) Definitions. As used in this provision:

"Bona fide employee" means a person, employed by a bidder and subject to the bidder's supervision and control as to time, place, and manner of performance, who neither exerts, nor proposes to exert improper influence to solicit or obtain contracts nor holds out as being able to obtain any contract(s) through improper influence.

"Improper influence" means any influence that induces or tends to induce a PHA/IHA employee or officer to give consideration or to act regarding a PHA/IHA contract on any basis other than the merits of the matter.

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

(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.

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

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

3. Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (applicable to contracts exceeding \$100,000)

(a) The definitions and prohibitions contained in Section 1352 of title 31, United States Code, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The bidder, by signing its bid, hereby certifies to the best of his or her knowledge and belief as of December 23, 1989 that:

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract resulting from this solicitation;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the bidder shall complete and submit, with its bid, OMB standard form LLL, "Disclosure of Lobbying Activities;" and

(3) He or she will include the language of this certification in all subcontracts at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(d) Indian tribes (except those chartered by States) and Indian organizations as defined in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) are exempt from the requirements of this provision.

4. Organizational Conflicts of Interest Certification

The bidder certifies that to the best of its knowledge and belief and except as otherwise disclosed, he or she does not have any organizational conflict of interest which is defined as a situation in which the nature of work to be performed under this proposed contract and the bidder's organizational, financial, contractual, or other interests may, without some restriction on future activities:

- (a) Result in an unfair competitive advantage to the bidder; or,
- (b) Impair the bidder's objectivity in performing the contract work.

[] In the absence of any actual or apparent conflict, I hereby certify that to the best of my knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement.

5. Bidder's Certification of Eligibility

(a) By the submission of this bid, the bidder certifies that to the best of its knowledge and belief, neither it, nor any person or firm which has an interest in the bidder's firm, nor any of the bidder's subcontractors, is ineligible to:

(1) Be awarded contracts by any agency of the United States Government, HUD, or the State in which this contract is to be performed; or,

(2) Participate in HUD programs pursuant to 24 CFR Part 24.

(b) The certification in paragraph (a) above is a material representation of fact upon which reliance was placed when making award. If it is later determined that the bidder knowingly rendered an erroneous certification, the contract may be terminated for default, and the bidder may be debarred or suspended from participation in HUD programs and other Federal contract programs.

6. Minimum Bid Acceptance Period

(a) "Acceptance period," as used in this provision, means the number of calendar days available to the PHA/IHA for awarding a contract from the date specified in this solicitation for receipt of bids.

(b) This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.

(c) The PHA/IHA requires a minimum acceptance period of [Contracting Officer insert time period] calendar days.

(d) In the space provided immediately below, bidders may specify a longer acceptance period than the PHA's/IHA's minimum requirement. The bidder allows the following acceptance period: calendar days.

(e) A bid allowing less than the PHA's/IHA's minimum acceptance period will be rejected.

(f) The bidder agrees to execute all that it has undertaken to do, in compliance with its bid, if that bid is accepted in writing within (1) the acceptance period stated in paragraph (c) above or (2) any longer acceptance period stated in paragraph (d) above.

7. Small, Minority, Women-Owned Business Concern Representation

The bidder 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 business enterprise. "Women-owned business enterprise," as used in this provision, means a 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 business enterprise. "Minority business enterprise," as used in this provision, means a business which is at least 51 percent owned or controlled 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 |

8. Indian-Owned Economic Enterprise and Indian Organization Representation (applicable only if this solicitation is for a contract to be performed on a project for an Indian Housing Authority)

The bidder represents and certifies that it:

(a) [] is, [] is not an Indian-owned economic enterprise. "Economic enterprise," as used in this provision, means any commercial, industrial, or business activity established or organized for the purpose of profit, which is at least 51 percent Indian owned. "Indian," as used in this provision, means any person who is a member of any tribe, band, group, pueblo, or community which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs and any "Native" as defined in the Alaska Native Claims Settlement Act.

(b) [] is, [] is not an Indian organization. "Indian organization," as used in this provision, means the governing body of any Indian tribe or entity established or recognized by such governing body. Indian "tribe" means any Indian tribe, band, group, pueblo, or

community including Native villages and Native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, which is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs.

9. Certification of Eligibility Under the Davis-Bacon Act (applicable to construction contracts exceeding \$2,000)

(a) By the submission of this bid, the bidder certifies that neither it nor any person or firm who has an interest in the bidder's firm is a person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(b) No part of the contract resulting from this solicitation shall be subcontracted to any person or firm ineligible to be awarded contracts by the United States Government by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U. S. Criminal Code, 18 U.S.C. 1001.

10. Certification of Nonsegregated Facilities (applicable to contracts exceeding \$10,000)

(a) The bidder's attention is called to the clause entitled **Equal Employment Opportunity** of the General Conditions of the Contract for Construction.

(b) "Segregated facilities," as used in this provision, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin because of habit, local custom, or otherwise.

(c) By the submission of this bid, the bidder certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The bidder agrees that a breach of this certification is a violation of the Equal Employment Opportunity clause in the contract.

(d) The bidder further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) prior to entering into subcontracts which exceed \$10,000 and are not exempt from the requirements of the Equal Employment Opportunity clause, it will:

(1) Obtain identical certifications from the proposed subcontractors;

(2) Retain the certifications in its files; and

(3) Forward the following notice to the proposed subcontractors (except if the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to Prospective Subcontractors of Requirement for Certifications of Nonsegregated Facilities

A Certification of Nonsegregated Facilities must be submitted before the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Employment Opportunity clause of the prime contract. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

Note: The penalty for making false statements in bids is prescribed in 18 U.S.C. 1001.

11. Clean Air and Water Certification (applicable to contracts exceeding \$100,000)

The bidder certifies that:

(a) Any facility to be used in the performance of this contract [] is, [] is not listed on the Environmental Protection Agency List of Violating Facilities:

(b) The bidder will immediately notify the PHA/IHA Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the bidder proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and,

(c) The bidder will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

12. Previous Participation Certificate (applicable to construction and equipment contracts exceeding \$50,000)

(a) The bidder shall complete and submit with his/her bid the Form HUD-2530, "Previous Participation Certificate." If the successful bidder does not submit the certificate with his/her bid, he/she must submit it within three (3) working days of bid opening. Failure to submit the certificate by that date may render the bid nonresponsive. No contract award will be made without a properly executed certificate.

(b) A fully executed "Previous Participation Certificate" [] is, [] is not included with the bid.

13. Bidder's Signature

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

(Signature and Date)

(Typed or Printed Name)

(Title)

(Company Name)

(Company Address)

Certification of Payments to Influence Federal Transactions

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

OMB Approval No. 2577-0157 (Exp. 01/31/2017)
RFP 22-061, CM/GC CLAUDE COURT
Attachment K

Applicant Name

Program/Activity Receiving Federal Grant Funding

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.
Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
<hr/>	
Signature	Date (mm/dd/yyyy)
<hr/>	

US Department of Housing and Urban Development
Office of Housing/Federal Housing Commissioner

US Department of Agriculture
Farmers Home Administration

Part I to be completed by Principals of Multifamily Projects (<i>See instructions</i>)		For HUD HQ/FmHA use only	
Reason for submission:			
1. Agency name and City where the application is filed		2. Project Name, Project Number, City and Zip Code	
3. Loan or Contract amount \$	4. Number of Units or Beds	5. Section of Act	6. Type of Project (check one) <input type="checkbox"/> Existing <input type="checkbox"/> Rehabilitation <input type="checkbox"/> Proposed (New)

7. List all proposed Principals and attach organization chart for all organizations

Name and address of Principals and Affiliates (Name: Last, First, Middle Initial) proposing to participate	8 Role of Each Principal in Project	9. SSN or IRS Employer Number

Certifications: The principal(s) listed above hereby apply to HUD or USDA FmHA, as the case maybe, for approval to participate as principal(s) in the role(s) and project listed above. The principal(s) each certify that all the statements made on this form are true, complete and correct to the best of their knowledge and belief and are made in good faith, including any Exhibits attached to this form. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. The principal(s) further certify that to the best of their knowledge and belief:

1. Schedule A contains a listing, for the last ten years, of every project assisted or insured by HUD, USDA FmHA and/or State and local government housing finance agencies in which the principal(s) have participated or are now participating.
2. For the period beginning 10 years prior to the date of this certification, and except as shown on the certification:
 - a. No mortgage on a project listed has ever been in default, assigned to the Government or foreclosed, nor has it received mortgage relief from the mortgagee;
 - b. The principals have no defaults or noncompliance under any Conventional Contract or Turnkey Contract of Sale in connection with a public housing project;
 - c. There are no known unresolved findings as a result of HUD audits, management reviews or other Governmental investigations concerning the principals or their projects;
 - d. There has not been a suspension or termination of payments under any HUD assistance contract due to the principal's fault or negligence;
 - e. The principals have not been convicted of a felony and are not presently the subject of a complaint or indictment charging a felony. (A felony is defined as any offense punishable by imprisonment for a term exceeding one year, but does not include any offense classified as a misdemeanor under the laws of a State and punishable by imprisonment of two years or less);
 - f. The principals have not been suspended, debarred or otherwise restricted by any Department or Agency of the Federal Government or of a State Government from doing business with such Department or Agency;
 - g. The principals have not defaulted on an obligation covered by a surety or performance bond and have not been the subject of a claim under an employee fidelity bond;
3. All the names of the principals who propose to participate in this project are listed above.
4. None of the principals is a HUD/FmHA employee or a member of a HUD/FmHA employee's immediate household as defined in Standards of Ethical Conduct for Employees of the Executive Branch in 5 C.F.R. Part 2635 (57 FR 35006) and HUD's Standard of Conduct in 24 C.F.R. Part 0 and USDA's Standard of Conduct in 7 C.F.R. Part 0 Subpart B.
5. None of the principals is a participant in an assisted or insured project as of this date on which construction has stopped for a period in excess of 20 days or which has been substantially completed for more than 90 days and documents for closing, including final cost certification, have not been filed with HUD or FmHA.
6. None of the principals have been found by HUD or FmHA to be in noncompliance with any applicable fair housing and civil rights requirements in 24 CFR 5.105(a). (If any principals or affiliates have been found to be in noncompliance with any requirements, attach a signed statement explaining the relevant facts, circumstances, and resolution, if any).
7. None of the principals is a Member of Congress or a Resident Commissioner nor otherwise prohibited or limited by law from contracting with the Government of the United States of America.
8. Statements above (if any) to which the principal(s) cannot certify have been deleted by striking through the words with a pen, and the relevant principal(s) have initialed each deletion (if any) and have attached a true and accurate signed statement (if applicable) to explain the facts and circumstances.

Name of Principal	Signature of Principal	Certification Date(mm/dd/yyyy)	Area Code and Tel. No.
This form prepared by (print name)		Area Code and Tel. No.	

Previous Participation Certification

OMB Approval No. 2502-0118
(Exp. 05/31/2019)

Schedule A: List of Previous Projects and Section 8 Contracts. Below is a complete list of the principals' previous participation projects and participation history in multifamily Housing programs of HUD/FmHA, State and local Housing Finance Agencies. **Note:** Read and follow the instruction sheet carefully. Make full disclosure. Add extra sheets if you need more space. Double check for accuracy. If no previous projects, write by your name, **"No previous participation, First Experience"**.

1. Principals Name (Last, First)	2. List of previous projects (Project name, project ID and, Govt. agency involved)	3. List Principals' Role(s) (indicate dates participated, and if fee or identity of interest participant)	4. Status of loan (current, defaulted, assigned, foreclosed)	5. Was the Project ever in default during your participation Yes No If yes, explain		6. Last MOR rating and Physical Insp. Score and date

Part II- For HUD Internal Processing Only

Received and checked by me for accuracy and completeness; recommend approval or refer to Headquarters after checking appropriate box.

Date (mm/dd/yyyy)	Tel No. and area code	<input type="checkbox"/> A. No adverse information; form HUD-2530 approval recommended. <input type="checkbox"/> B. Name match in system <input type="checkbox"/> C. Disclosure or Certification problem <input type="checkbox"/> D. Other (attach memorandum)
Staff	Processing and Control	
Supervisor	Director of Housing/Director, Multifamily Division	Approved <input type="checkbox"/> Yes <input type="checkbox"/> No
		Date (mm/dd/yyyy)

Instructions for Completing the Previous Participation Certificate, form HUD-2530

Carefully read these instructions and the applicable regulations. A copy of those regulations published at 24 C.F.R. 200.210 to 200.245 can be obtained from the Multifamily Housing Representative at any HUD Office. Type or print neatly in ink when filling out this form. Mark answers in all blocks of the form. If the form is not filled completely, it will delay approval of your application.

Attach extra sheets as you need them. Be sure to indicate "Continued on Attachments" wherever appropriate. Sign each additional page that you attach if it refers to you or your record.

Carefully read the certification before you sign it. Any questions regarding the form or how to complete it can be answered by your HUD Office Multifamily Housing Representative.

Purpose: This form provides HUD with a certified report of all previous participation in HUD multifamily housing projects by those parties making application. The information requested in this form is used by HUD to determine if you meet the standards established to ensure that all principal participants in HUD projects will honor their legal, financial and contractual obligations and are acceptable risks from the underwriting standpoint of an insurer, lender or governmental agency. HUD requires that you certify your record of previous participation in HUD/USDA-FmHA, State and Local Housing Finance Agency projects by completing and signing this form, before your project application or participation can be approved.

HUD approval of your certification is a necessary precondition for your participation in the project and in the capacity that you propose. If you do not file this certification, do not furnish the information requested accurately, or do not meet established standards, HUD will not approve your certification.

Note that approval of your certification does not obligate HUD to approve your project application, and it does not satisfy all other HUD program requirements relative to your qualifications.

Who Must Sign and File Form HUD-2530:

Form HUD-2530 must be completed and signed by all principals applying to participate in HUD multifamily housing projects, including those who have no previous participation. The form must be signed and filed by all principals and their affiliates who propose participating in the HUD project. Use a separate form for each role in the project unless there is an identity of interest.

Principals include all individuals, joint ventures,

partnerships, corporations, trusts, non-profit organizations, any other public or private entity that will participate in the proposed project as a sponsor, owner, prime contractor, turnkey developer, managing agent, nursing home administrator or operator, packager, or consultant. Architects and attorneys who have any interest in the project other than an arm's length fee arrangement for professional services are also considered principals by HUD.

In the case of partnerships, all general partners regardless of their percentage interest and limited partners having a 25 percent or more interest in the partnership are considered principals. In the case of public or private corporations or governmental entities, principals include the president, vice president, secretary, treasurer and all other executive officers who are directly responsible to the board of directors, or any equivalent governing body, as well as all directors and each stockholder having a 10 percent or more interest in the corporation.

Affiliates are defined as any person or business concern that directly or indirectly controls the policy of a principal or has the power to do so. A holding or parent corporation would be an example of an affiliate if one of its subsidiaries is a principal.

Exception for Corporations – All principals and affiliates must personally sign the certificate except in the following situation. When a corporation is a principal, all of its officers, directors, trustees and stockholders with 10 percent or more of the common (voting) stock need not sign personally if they all have the same record to report. The officer who is authorized to sign for the corporation or agency will list the names and title of those who elect not to sign. However, any person who has a record of participation in HUD projects that is separate from that of his or her organization must report that activity on this form and sign his or her name. The objective is full disclosure.

Exemptions – The names of the following parties do not need to be listed on form HUD-2530: Public Housing Agencies, tenants, owners of less than five condominium or cooperative units and all others whose interests were acquired by inheritance or court order.

Where and When Form HUD-2530 Must Be Filed:

The original of this form must be submitted to the HUD Office where your project application will be processed at the same time you file your initial project application. This form must be filed with applications for projects, or when otherwise required in the situations listed below:

- Projects to be financed with mortgages insured under the National Housing Act (FHA).
- Projects to be financed according to Section 202 of the Housing Act of 1959 (Elderly and

Handicapped).

- Projects in which 20 percent or more of the units are to receive a subsidy as described in 24 C.F.R. 200.213.
- Purchase of a project subject to a mortgage insured or held by the Secretary of HUD.
- Purchase of a Secretary-owned project.
- Proposed substitution or addition of a principal or principal participation in a different capacity from that previously approved for the same project.
- Proposed acquisition by an existing limited partner of an additional interest in a project resulting in a total interest of 25 percent or more or proposed acquisition by a corporate stockholder of an additional interest in a project resulting in a total interest of 10 percent or more.
- Projects with U.S.D.A., Farmers Home Administration, or with state or local government housing finance agencies that include rental assistance under Section 8 of the Housing Act of 1937. For projects of this type, form HUD-2530 should be filed with the appropriate applications directly to those agencies.

Review of Adverse Determination: If approval of your participation in a HUD project is denied, withheld, or conditionally granted on the basis of your record of previous participation, you will be notified by the HUD Office. You may request reconsideration by the HUD Review Committee. Alternatively, you may request a hearing before a Hearing Officer. Either request must be made in writing within 30 days from your receipt of the notice of determination.

If you do request reconsideration by the Review Committee and the reconsideration results in an adverse determination, you may then request a hearing before a Hearing Officer. The Hearing Officer will issue a report to the Review Committee. You will be notified of the final ruling by certified mail.

Specific Line Instructions:

Reason for submitting this Certification: e.g., refinance, change in ownership, change in management agent, transfer of physical assets, etc.

Block 1: Fill in the name of the agency to which you are applying. For example: HUD Office, Farmers Home Administration District office, or the name of a State or local housing finance agency. Below that, fill in the name of the city where the office is located.

Block 2: Fill in the name of the project, such as "Greenwood Apts." If the name has not yet been selected, write "Name unknown." Below that, enter the HUD contract or project identification number, the Farmers Home Administration project number, or the State or local housing finance agency project or contract number. Include **all** project or contract

identification numbers that are relevant to the project. Also enter the name of the city in which the project is located, and the ZIP Code.

Block 3: Fill in the dollar amount requested in the proposed mortgage, or the annual amount of rental assistance requested.

Block 4: Fill in the number of apartment units proposed, such as "40 units." For hospital projects or nursing homes, fill in the number of beds proposed, such as "100 beds."

Block 5: Fill in the section of the Housing Act under which the application is filed.

Block 7: Definitions of all those who are considered principals and affiliates are given above in the section titled "Who Must Sign and File...."

Block 8: Beside the name of each principal, fill in the appropriate role. The following are examples of possible roles that the principals may assume: Owner/Mortgagor, Managing Agent, Sponsor, Developer, General Contractor, Packager, Consultant, Nursing Home Administrator etc.

Block 9: Fill in the Social Security Number or IRS employer number of every principal listed, including affiliates.

Instructions for Completing Schedule A:

Be sure that Schedule A is filled-in completely, accurately and the certification is properly dated and signed, because it will serve as a legal record of your previous experience. All Multifamily Housing projects involving HUD/ FmHA, and State and local Housing Finance Agencies in which you have previously participated **must be** listed. Applicants are reminded that previous participation pertains to the individual principal within an entity as well as the entity itself. A newly formed company may not have previous participation, but the principals within the company may have had extensive participation and disclosure of that activity is required.

Column 2. All previous projects must be listed or your certification cannot be processed. Include the name of all projects, project number, city where it is located and the governmental agency (HUD, USDA-FmHA or state or local housing finance agency) that was involved.

Column 3. List the role(s) as a principal, dates participated and if fee or identity of interest (IOI) with owners.

Column 4. Indicate the current status of the loan. Except for current loan, the date associated with the status is required. Loans under a workout arrangement are considered assigned. For all noncurrent loans, an explanation of the status is required.

Column 5. Explain any project defaults during your participation.

Column 6. Provide the latest Management Review (MOR) rating and Physical Inspection score.

Certification: After you have completed all other parts of

form HUD-2530, including schedule A, read the Certification carefully. In the box below the statement of the certification, fill in the names of all principals and affiliates as listed in block 7. Each principal should sign the certification with the exception in some cases of individuals associated with a corporation (see "Exception for Corporations" in the section of the instructions titled "Who Must Sign and File Form HUD-2530). Principal who is signing on behalf of the entity should attach signature authority document. Each principal who signs the form should fill in the date of the signature and

a telephone number. By providing a telephone number, HUD can reach you in the event of any questions.

If you cannot certify and sign the certification as it is printed because some statements do not correctly describe your record, use a pen to strike through those parts that differ with your record, and then sign and certify.

Attach a signed statement of explanation of the items you have struck out on the certification. Item 2e. relates to felony convictions within the past 10 years. If you are convicted of

a felony within the past 10 years, strike out 2e. and attach statement of explanation. A felony conviction will not necessarily cause your participation to be disapproved unless there is a criminal record or other evidence that your previous conduct or method of doing business has been such that your participation in the project would make it an unacceptable risk from the underwriting stand point of an insurer, lender or governmental agency.

The Department of Housing and Urban Development (HUD) is authorized to collect this information by law (42 U.S.C. 3535(d) and 24 C.F.R. 200.217) and by regulation at 24 CFR 200.210. This information is needed so that principals applying to participate in multifamily programs can become HUD-approved participants. The information you provide will enable HUD to evaluate your record with respect to established standards of performance, responsibility and eligibility. Without prior approval, a principal may not participate in a proposed or existing multifamily project. HUD uses this information to evaluate whether or not principals pose an unsatisfactory underwriting risk. The information is used to evaluate the potential principals and approve only individuals and organizations that will honor their legal, financial and contractual obligations.

Privacy Act Statement: The Housing and Community Development Act of 1987, 42 U.S.C. 3543 requires persons applying for a Federally-insured or guaranteed loan to furnish his/her Social Security Number (SSN). HUD must have your SSN for identification of your records. HUD may use your SSN for automated processing of your records and to make requests for information about you and your previous records with other public agencies and private sector sources. HUD may disclose certain information to Federal, State and local agencies when relevant to civil, criminal, or regulatory investigations and prosecutions. It will not be otherwise disclosed or released outside of HUD, except as required and permitted by law. You must provide all of the information requested in this application, including your SSN.

Public reporting burden for this collection of information is estimated to average 1 hour 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 agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number.

A response is mandatory. Failure to provide any of the information will result in your disapproval of participation in this HUD program.

Federal Labor Standards Provisions

U.S. Department of Housing and Urban Development Office of Labor Relations

Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. 1. (i) Minimum Wages. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section I(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

(ii) (a) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(b) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

(c) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

(d) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

(iii) Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

2. Withholding. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

3. (i) Payrolls and basic records. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

(ii) (a) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

(b) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(iii) Equal employment opportunity. The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

6. Subcontracts. The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

7. Contract termination; debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

10. (i) Certification of Eligibility. By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(ii) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

(iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

11. Complaints, Proceedings, or Testimony by Employees. No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

B. Contract Work Hours and Safety Standards Act. The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

(3) Withholding for unpaid wages and liquidated damages. HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

C. Health and Safety. The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

(1) No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

(2) The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

(3) The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

RFP 22-061, CM/GC CLAUDE COURT
SECTION THREE
ATTACHMENT N

**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 22-061, CM/GC CLAUDE COURT
ATTACHMENT O**

BID FORM FOR CM/GC CONTRACT

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 AIA document A133 and A201 will be the starting point for contract negotiation.
 - b. This proposal will remain subject to acceptance for 60 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 has correlated the information known to CM/GC, information and observations obtained from visits to the site, reports and the RFP documents, and has provided a list of qualifications and exclusions as necessary to address ambiguities;
 - h. Contractor is familiar with federal state, and local laws and regulations;
3. Based on assumed Hard Costs of 28 million before the fees below, Contractor will complete the Work in accordance with the Contract Documents for the percentages entered below.

	<u>% of Hard Costs</u>
Profit	_____ %
Overhead	_____ %
Other Fees (if any, detail in qualifications)	_____ %
Insurance	_____ %
Payment & Performance Bond	_____ %
Contractor Contingency	_____ %

4. Estimated General Conditions and General Requirements (Attached) Totals \$ _____
5. Pre-Construction Fee \$ _____
Amount of Pre-Construction Fees willing to waive? _____ %

SIGNATURE _____

DATE: _____

PRINTED NAME: _____

COMPANY: _____