



Invitation for Quote

IFQ# 23-023

Moving & Relocation Services

Overlook at Thornton Apartments

1.0 ABOUT MAIKER HOUSING PARTNERS

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

Our programs and services include the following: Public Housing, 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. The Agency owns and manages 1,932 units, which most are available at or below market rents, and we supply 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 the Code of Federal Regulations CFR 2 §200.317 - §200.326. 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.

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.

2.0 QUOTE INFORMATION AT A GLANCE

MAIKER CONTACT PERSON	Kirk Kemp Procurement Specialist kkemp@maikerhp.org
QUOTE SUBMISSION DEADLINE	Friday, June 16, 2023 at 3:00 PM MST Respondents will provide Procurement Officer access to electronic drop box of respondent's choice for proposal. OR Email submissions are acceptable provided all attachments are sized to be sent/received by email.
ANTICIPATED AWARD DATE	On or around June 30th, 2023

3.0 MAIKER'S RESERVATION OF RIGHTS:

- 3.1.** Maiker reserves the right to reject any or all Quotes, to waive any formality in the Quote process, or to terminate the Quote 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 Quote.
- 3.3.** Maiker reserves the right to terminate a contract awarded pursuant to this Quote, at any time for its convenience upon 7 days written notice to the successful Responder(s) as shall be 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 Quote.
- 3.5.** Maiker reserves the right to retain all Quotes submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving Quotes without the written consent of Maiker Procurement Officer (PO).
- 3.6.** Maiker reserves the right to negotiate the fees proposed by any Responder.
- 3.7.** Maiker reserves the right to reject and not consider any Quote that does not meet the requirements of this Quote request, including but not necessarily limited to incomplete Quotes and/or Quotes offering alternate or non-requested services.
- 3.8.** Maiker shall have no obligation to compensate any Responder for any costs incurred in responding to this Quote.
- 3.9.** Maiker shall reserve the right to at any time during the Quote or contract process prohibit further participation by a Responder or reject any Quote submitted that does not conform to any of the requirements detailed herein. Each prospective Responder is thereby agreeing to abide by all terms and conditions listed within this document, within the attachments and further agree 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.

4.0 INTRODUCTION: Maiker Housing Partners is seeking to procure a moving company for relocating residents of the Overlook at Thornton community located at 647 W. 91st Avenue in

Thornton, Colorado. Overlook at Thornton is a nine-building community comprised of 160 units including 60 one-bedroom, 75 two-bedroom, and 25 3-bedroom apartments. The majority of moves will occur within the Overlook at Thornton community, however some residents may need to be relocated to another property in Adams County before returning to Overlook at Thornton. Construction is anticipated to begin in September 2023 and finish in March 2025. Construction and resident relocation will occur in phases throughout the approximate 18-month construction timeline.

Moves are expected to take place as described below but very likely subject to change. Due to the variable nature of construction, a successful resident relocation project will require strong communication and coordination with the moving service provider, moving coordinator, property management, and the construction company.

- Phase 1: Move 15, 2-bedroom units in August 2023
- Phase 2: Move 15, 1-bedroom units in September 2023
- Phase 3: Move 10, 3-bedroom units in November 2023
- Phase 4: Move 15, 2-bedroom units January 2024
- Phase 5: Move 20, 1-bedroom units in April 2024
- Phase 6: Move 15, 2-bedroom units in June 2024
- Phase 7: Move 20, 1-bedroom units in August 2024
- Phase 8: Move 10, 3-bedroom units in October 2024
- Phase 9: Move 10, 2-bedroom units in December 2024.

5.0 SCOPE OF WORK (SOW): Selected contractor shall move residents' furnishings and packed belongings to similar units in buildings throughout the property. Units are in three story walk-up buildings with entrances on the 1st, 2nd, and 3rd levels. The community consists of 60 1-Bed/1Bath units, 75 2-Bed/1Bath units, and 25 3-Bed/1.5Bath units. Each 1-bedroom unit is approximately 650 square feet, each 2-bedroom unit is approximately 850 square feet, and each 3-bedroom unit is approximately 950 square feet. See **Attachment A** - Community Site Map, and **Attachment B** - Unit Floor Plans for additional information.

Contractor must also be able to provide packing and unpacking services to residents that are unable to complete the move on their own as designated by property management. Property management will work with the Contractor to identify these individuals/units.

Specifications/Statement of Work of Contractor Services: Outlined below are the specifications for services sought by Owner in connection with Overlook at Thornton.

- Contractor and property management will conduct a walkthrough of each unit at least 30 days prior to anticipated move date to estimate time and crew sizes needed for each move.
- All moving dates will be scheduled with the Contractor at least 5 business days in advance unless agreed upon by the Contractor and property management.
- Most moving sites will be located at the Overlook at Thornton apartment community located at 647 W. 91st Avenue in Thornton, Colorado.
- Simultaneous residential moves in a single truck are not allowed.
- Trucks should be cleaned prior to each scheduled move free of debris, liquids, rodents, and insects.

- Contractor may be required to pack and unpack all belongings upon request of management. For moves requiring packing and unpacking, Contractor will be responsible for packing and unpacking all items and furniture in designated apartments.
- Contractor will provide moving supplies including boxes, packing tape, and protective packing materials.
- Moving services will include any disassembling/assembling necessary to complete the move.
- Property management will coordinate move dates, times, and locations with the Contractor.
- Hourly charges are to begin upon arriving at the move location, not the time leaving the contractor shop.
- Hourly charges are to end upon completion of the work, not the time arriving back at the contractor shop.
- Each unit move shall be commenced and completed on the scheduled day unless agreed upon in writing by the property management.
- Contractor will be responsible for damage caused by the Contractor's employees during moving, packing and unpacking.
- Contractor will be responsible for protecting from damage all transported items during the entire moving process.
- Contractor will follow all COVID safety protocols to ensure the safety of residents and staff.

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

7.0 BEST VALUE CLAUSE: Maiker intends to retain the successful responder pursuant to a "Best Value" basis, not necessarily a "Low Quote" basis. Maiker will, as detailed within the following sections, consider factors other than just cost in making the award decision.

8.0 BID PRICE & FEE GUIDELINES: Contractor agrees to abide by the following items.

8.1. Proposed Costs All-Inclusive: Maiker understands the complexity and variables associated with moving and relocating ±130 apartments ranging in size, bedroom count, quantity of belongings, amount of packing materials needed, and any special circumstances such as required packing/unpacking services. As such, Contractor is expected submit invoices based on an hourly rate actually incurred for each move completed. These invoices will be paid by Maiker based on the terms determined in this Agreement.

Contractor shall propose an hourly rate to perform resident relocation services. The hourly rate quote should be inclusive of all related costs that the Contractor will incur during the execution of the contract including labor and tip, equipment, tools, overhead/profit, and all related costs. The Contractor's fee shall include all costs necessary to perform and deliver the work.

Separate from the hourly rate, Contractor shall propose a price to provide all packing materials including boxes, packing tape, and protective material needed for the project. The proposed price for packing materials should assume an average, normal, and customary number of personal belongings needed to be moved. Additionally, the proposed price for packing materials should determine the number of materials needed for each 1-bedroom, 2-bedroom, and 3-bedroom units.

Lastly, Contractor shall propose an hourly rate to provide packing and unpacking services assuming an average, normal, and customary number of personal belongings needed to be packed/unpacked. This hourly rate shall be in addition to the hourly rate proposed for moving services described above.

8.2. Fee Assumptions: Contracted fees resulting from this RFP shall be based on the following fee assumptions.

- Transportation time to and from the project (Destination Fee), if any, shall be based on a pre-negotiated flat fee and shall apply only once per moving crew per day.
- Packing and unpacking services for specified residents shall be charged based on a set hourly rate, inclusive of all Contractor costs to deliver those services.
- Moving of furniture and packed belongings shall be billed based on a set hourly rate for each individual unit.
- Following Contractor selection, Contractor shall be required, at its expense, to evaluate the contents of each unit along with property management at least 30 days in advance unless otherwise agreed upon.

8.3. Reimbursables: No additional expenses, such as mileage or out-of-pocket, will be reimbursed by Maiker unless otherwise agreed in writing.

8.4. Tax Exempt: Maiker is exempt from sales tax and as such, the pricing should take into consideration the tax-exempt nature of Maiker.

8.5. Permit Fees and Inspections: IF permit fees and inspections are connected with work resulting from this IFQ, the Contractor will be required to obtain any required permits and to ensure the completion of any inspections. Maiker will reimburse, at cost, the permit fees.

8.6. Trip Charges: Transportation time to and from the project (Destination Fee), if any, shall be based on a pre-negotiated flat fee and shall apply only once per moving crew per day.

8.7. Additional Materials/Supplies/Equipment/Services: It is possible that Maiker will require additional materials/services in support of the contract. In such cases, Maiker and the contractor will negotiate such needs for a mutually agreeable solution.

8.8. Personnel & Equipment: Contractor agrees to furnish all equipment and fully trained personnel necessary to perform the services specified herein and agree to perform said services in a timely, professional, and competent manner. The contractor may not sub-contract services to a third party without written consent from Maiker. Contractors shall comply with all OSHA standards.

8.9. Contract Options and Renewals: It is anticipated that the work performed according to the contract issued resulting from this procurement, will end when the work as detailed in the Scope

of Work is satisfactorily completed and agreed upon by Maiker. There are no planned contract renewal options associated with this procurement and contract.

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

8.11. Inspection of Records: Contractor shall maintain at the Contractor's designated office, all records and reports for the three (3) years following the expiration or termination of the contract. All files must be made available for inspection by the agency or its representatives or HUD representatives during normal business hours upon a written 24 hours' notice.

8.12. Davis-Bacon: Davis-Bacon Wage requirements are not required for this project.

8.13. Billing and Payments: Contractor agrees to submit invoices monthly and no more than 30 days after the complete of work. Maiker payment terms are Net 30, after receipt of invoice. Maiker reserves the right to refuse payment for any invoice received 6 months after the completion of any work or services. Maiker payment terms are net 30, after receipt of invoice. Contractor agrees to submit invoices on a day of the month at Maiker's choosing.

9.0 QUOTE FORMAT: 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.

9.1. Contractor Profile or Resume – This document should include a general description of the company, including the number of years in operation, capacity to perform the work, and experience with similar projects. Please also provide a client list or contact information for at least two references.

9.2. Cost Proposal – Proposer shall provide a total dollar amount for each major category of tasks given in **Attachment C: Form of Bid**

9.3. Required Attachments: The following attachments must be fully completed, signed, and submitted as directed.

9.3.1 Attachment D: Profile of Firm

9.3.2 Attachment E: Certification of Compliance

9.4.1 Attachment F: HUD Form 5369B Instructions to Offerors Non-Construction NOTE:
This form is for informational purposes only. Responders understand and agree to the requirements. There is no need to sign or include this form with your submittal.

9.4.2 Attachment G: HUD Form 5369C Representations & Certifications

10.0 LICENSING AND INSURANCE REQUIREMENTS: Prior to commencement of any work, the successful responder will be required to provide:

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

10.2. Professional Liability: An original certificate evidencing insurance coverage with minimum of \$1,000,000 each occurrence.

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

10.4. Licenses: A copy of the responder's business license allowing that entity to provide such services with the County of Adams, Colorado, or any local municipality located with the County of Adams, Colorado. Additionally, if applicable, a copy of the responder's license is sued by the State of Colorado or the municipal licensing authority allowing the responder to provide the services in their jurisdiction herein.

10.5. W-9: A copy of the contractor's W-9.

11.0 QUOTE SUBMISSION: The proposal package exterior must clearly denote the Quote number and must have the responder's name, address, and e-mail and telephone number. Respondents will provide Procurement Officer access to electronic drop box of respondent's choice for proposal. OR Email submissions are acceptable provided all attachments are sized to be sent/received by email. The proposal must be submitted by Friday, June 16th, 2023 by 3:00 PM MST

Proposals submitted after the published deadline will not be considered.

11.1. Contact with Maiker: It is the responsibility of the responder to address all communication and correspondence pertaining to this Quote process to the designated Maiker Procurement Officer. 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 Quote without prior permission from the Procurement Officer. Failure to abide by this requirement may be cause for Maiker to not consider a submittal received from any responder who has not abided by this directive.

11.2. Restrictions: All persons having familial (including in-laws) and/or employment relationships (current) with principals and/or employees of a Responder entity will be excluded from participation on Maiker evaluation panel. Similarly, all persons having ownership interest in and/or contract with a Responder entity may be excluded from participation on an Maiker evaluation panel.

11.3. 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 Quote document. The documents listed within Section 8 and required attachments submitted by the Responder. By virtue of completing, signing, and submitting the completed documents, the Responder is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the Responder not authorized in writing by Maiker to exclude any of Maiker requirements contained within the documents may cause that Responder to not be considered for award. Responders shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting proposal. Failure to examine any requirements shall be at responder's risk. Negligence in preparing an offer confers no right of withdrawal after due date and time.

12.0. CONTRACT AWARD PROCEDURES: If a contract is awarded pursuant to this Quote, the following procedures will be followed:

12.1 Equal Quotes: If equal quotes are received from responsive responders, award may be determined by an interview process.

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

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

12.4 Protesting Award: Any protest against the award of a contract must be received within ten (10) calendar days after contract award, or the protest will not be considered. All proposal protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his or her discretion, suspend the procurement pending resolution of the protest, if warranted by the facts presented. The Contracting Officer shall issue a written decision within ten (10) business days after receiving all required information regarding the protest.

13.0 CONTRACT CONDITIONS: The following provisions are considered mandatory conditions of any contract award made by Maiker pursuant to this Quote:

13.1 Contract Form: Maiker will not execute a contract on the successful responder's form-- contracts will only be executed on the Maiker form and by submitting a proposal, the successful responder agrees to do so. However, Maiker will consider any contract clauses that the responder wishes to include therein, but the failure of Maiker to include such clauses does not give the successful responder the right to refuse to execute Maiker's contract form. It is the responsibility of each prospective responder to notify Maiker, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. Maiker will consider and respond to such written correspondence, and if the prospective responder is not willing to abide by Maiker's response (decision), then that prospective responder shall be deemed ineligible to submit a proposal.

13.2 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.

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

13.4 Contract Period: Successful contractors will begin work according to the 9-phase moving plan as outlined in Section 4.0 Introduction.

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

13.6 Warranty/Guarantee: All work provided by any Contractor pursuant to any contract that ensues from this Quote shall be warranted or guaranteed by that Contractor for a period of 1-year.

13.7 Termination for Cause and/or Convenience: The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

13.7.1 Convenience: If the termination is for the convenience of the PHA, the PHA shall be liable only for payment for services rendered before the effective date of the termination.

13.7.2 Cause: If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) take over the work and prosecute the same to completion by contract of otherwise, and the Contractor shall be liable for any additional cost incurred by the PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

14.0 SCHEDULE OF ATTACHMENTS:

ATTACHMENT A Community Site Map

ATTACHMENT B Unit Floor Plans

ATTACHMENT C Form of Bid

ATTACHMENT D Profile of Firm

ATTACHMENT E Certification of Compliance

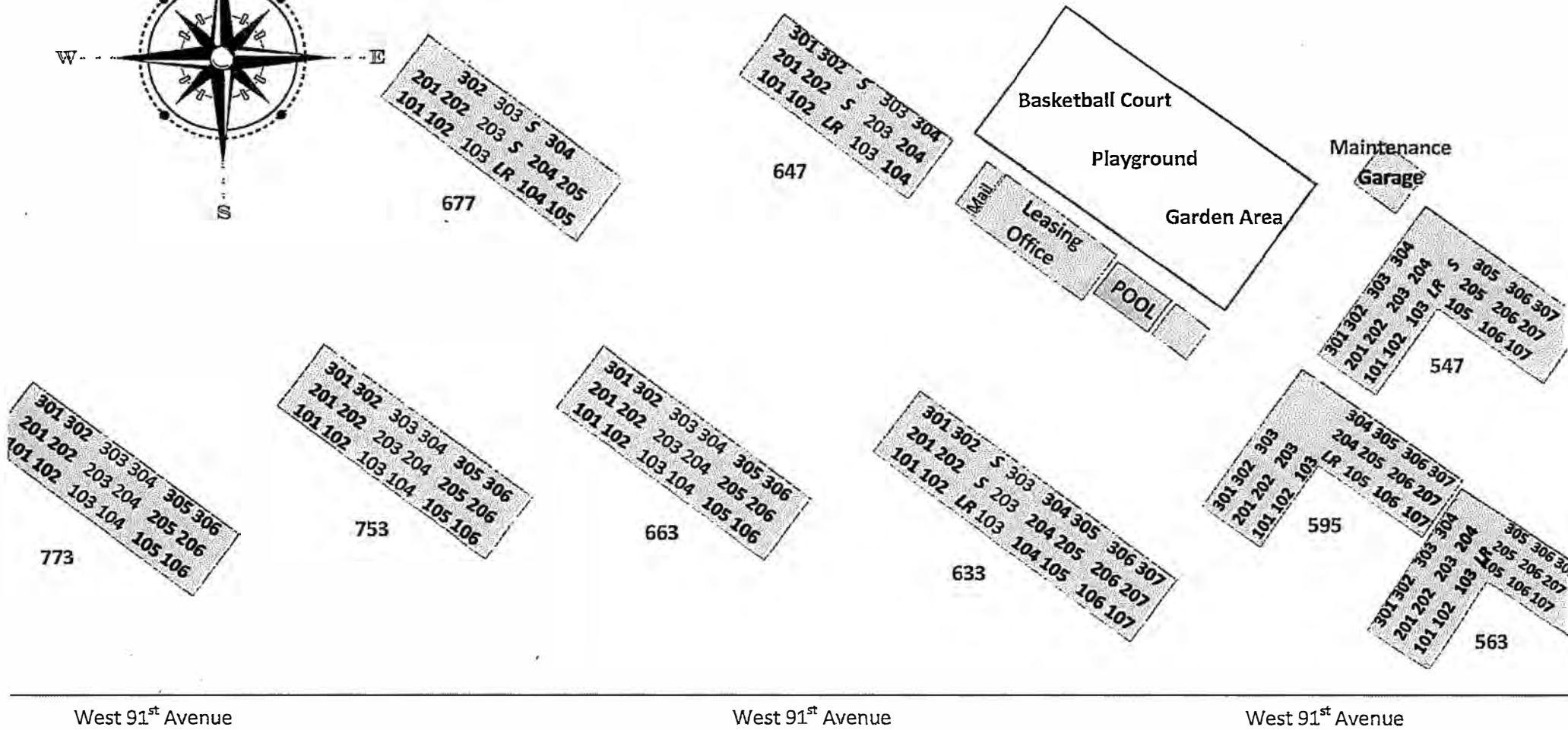
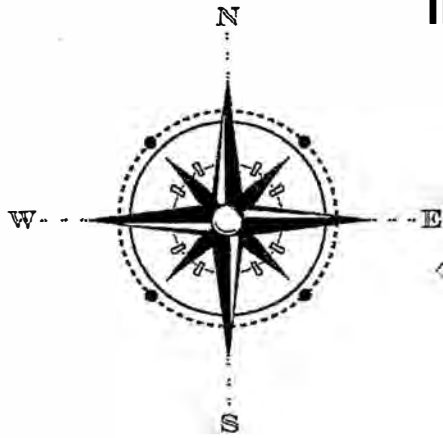
ATTACHMENT F HUD Form 5369B Instructions to Offerors Non-Construction

ATTACHMENT G HUD Form 5369C Representations & Certifications

IFQ# 23-023 MOVING & RELOCATION SERVICES

Attachment A

Overlook at Thornton Apartments Site Map



1 Bedrooms:
60 apts.

547- 20 apts.

563- 20 apts.

595- 20 apts.

2 Bedrooms:
75 apts.

633- 21 apts.

663- 18 apts.

753- 18 apts.

773- 18 apts.

3 Bedrooms:
25 apts.

647- 12 apts.

677- 13 apts.

Legend:

LR- Laundry Room

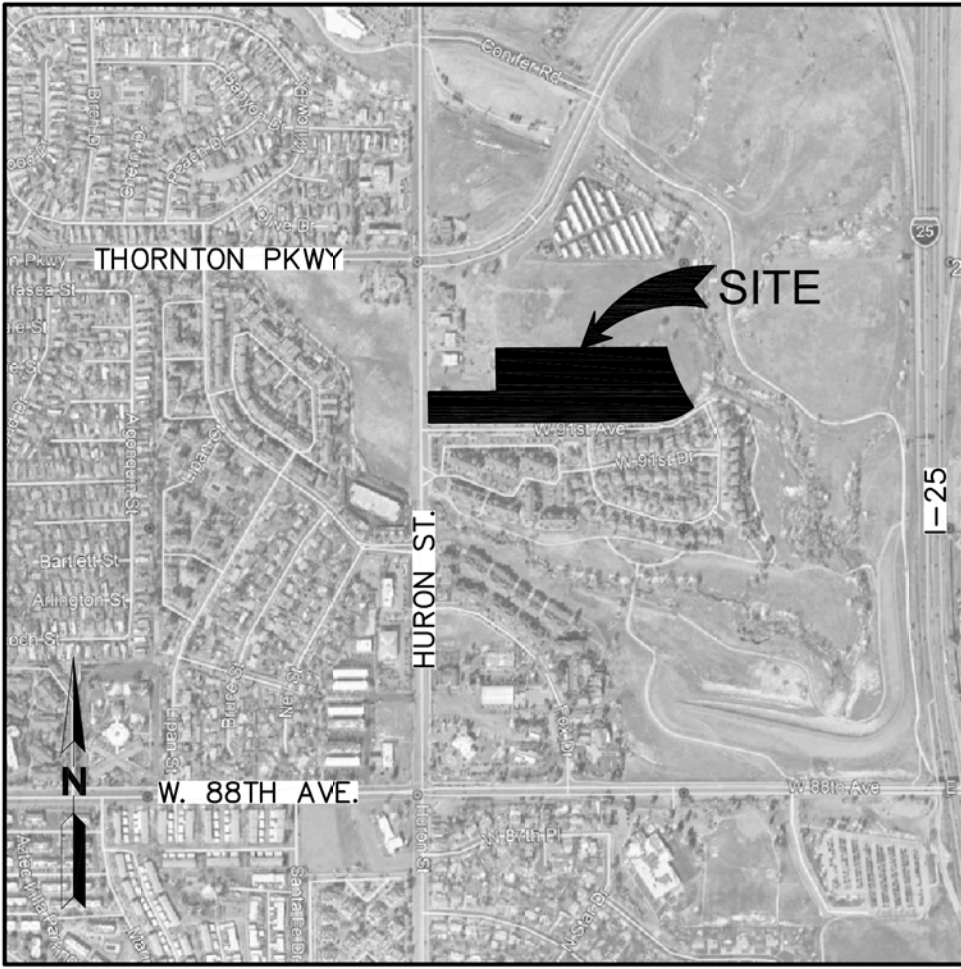
S- Storage and Electric Rooms

ALTA/NSPS LAND TITLE SURVEY

MH OVERLOOK

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF THORNTON, COUNTY OF ADAMS,
STATE OF COLORADO

SHEET 1 OF 3



VICINITY MAP
NTS

LEGAL DESCRIPTION

LOT A,
CLARICE PLANNED UNIT DEVELOPMENT SUBDIVISION – LOT AMENDMENT, RECORDED
NOVEMBER 1, 2002 AT RECEPTION NO. C1047829, PUD 3593, COUNTY OF ADAMS,
STATE OF COLORADO.

NOTES

- THIS SURVEY DOES NOT CONSTITUTE A TITLE OR OWNERSHIP SEARCH BY
MARTIN/MARTIN ENGINEERING. ALL OWNERSHIP, EASEMENT AND PUBLIC
RECORD INFORMATION WAS BASED ON THE TITLE COMMITMENT PREPARED BY
FIDELITY NATIONAL TITLE, FILE NO. 100–N0033109–020–JY, WITH AN
EFFECTIVE DATE OF JUNE 10, 2021.
- FIELD WORK WAS DONE APRIL 2021.
- ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC
LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY,
COMMITTS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE
18–4–580, C.R.S.
- PROPERTY ADDRESS IS 773 WEST 91ST AVENUE, THORNTON, COLORADO.
- UTILITIES DEPICTED HEREON, DO NOT COMPLY WITH ASCE 38 UTILITY LOCATE
STANDARD QUALITY LEVEL A OR B, UNLESS A SEPARATE PLAN SHEET
ENTITLED “ASCE 38 UTILITY QUALITY LEVEL B PLAN (A&B)”, STAMPED BY A
COLORADO PE, IS INCLUDED IN THE PLAN SET. THE UTILITY LOCATES SHOWN
HEREON REPRESENT ASCE QUALITY LEVEL D. THUS THE CONTRACTOR IS
REQUIRED TO VERIFY THE ACTUAL LOCATION OF ALL UTILITIES PRIOR TO
CONSTRUCTION. THE CONTRACTOR SHALL COMPLY WITH ALL THE PROVISIONS
OF SENATE BILL 18–167 THAT REQUIRE NOTIFICATION OF THE NOTIFICATION
ASSOCIATION AND COMPLIANCE WITH CURRENT 811 PROGRAM REQUIREMENTS.
- FOR UNDERGROUND UTILITIES MARTIN / MARTIN INC. RELIED UPON LOCATIONS
AND MARKINGS PROVIDED BY UNDERGROUND CONSULTING SOLUTIONS.

TITLE COMMITMENT SCHEDULE B–2 EXCEPTIONS

- PROPERTY IS SUBJECT TO ANY EXISTING LEASES OR TENANCIES, AND ANY
AND ALL PARTIES CLAIMING BY, THROUGH OR UNDER SAID LESSEES. (NOT
SURVEY RELATED)
- PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS, PROVISIONS, AGREEMENTS
AND OBLIGATIONS SPECIFIED UNDER THE LETTER OF AGREEMENT, WHICH WAS
RECORDED NOVEMBER 14, 1987 IN BOOK 1400 AT PAGE 389. (NO
EASEMENTS CREATED)
- PROPERTY IS SUBJECT TO AN EASEMENT FOR UTILITIES AND INCIDENTAL
PURPOSES GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO BY THE
INSTRUMENT RECORDED MAY 22, 1973 IN BOOK 1865 AT PAGE 367. (SHOWN
APPROXIMATE LOCATION)
- PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS, PROVISIONS,
AGREEMENTS, COVENANTS, RESTRICTIONS AND OBLIGATIONS SPECIFIED UNDER
THE SPECIAL WARRANTY DEED, WHICH WAS RECORDED SEPTEMBER 25, 1979
IN BOOK 2390 AT PAGE 32.
- PROPERTY IS SUBJECT TO AN EASEMENT FOR UTILITIES AND INCIDENTAL
PURPOSES GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO BY THE
INSTRUMENT RECORDED JULY 7, 1981 IN BOOK 2568 AT PAGE 393. (SHOWN
APPROXIMATE LOCATION)
- PROPERTY IS SUBJECT TO AN EASEMENT FOR UTILITIES AND INCIDENTAL
PURPOSES GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO BY THE
INSTRUMENT RECORDED JULY 1, 1983 IN BOOK 2764 AT PAGE 194. (SHOWN)

TITLE COMMITMENT SCHEDULE B–2 EXCEPTIONS

- PROPERTY IS SUBJECT TO AN EASEMENT FOR UTILITIES AND INCIDENTAL
PURPOSES GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO BY THE
INSTRUMENT RECORDED AUGUST 19, 1983 IN BOOK 2781 AT PAGE 140.
(SHOWN APPROXIMATE LOCATION)
- PROPERTY IS SUBJECT TO THE TERMS, AGREEMENTS, PROVISIONS CONDITIONS
AND OBLIGATIONS OF A LEASE BY DENVER/THORNTON LIMITED PARTNERSHIP,
AS LESSOR(S) AND AUTOMATIC LAUNDRY COMPANY, AS LESSEE(S), AS
EVIDENCED BY ABSTRACT OF LEASE RECORDED AUGUST 31, 2001 AT
RECEPTION NO. C0851007, AND ANY AND ALL PARTIES CLAIMING BY,
THROUGH OR UNDER SAID LESSEE(S).
NOTE: UPON RECEIPT OF A SUBORDINATION AGREEMENT FOR THE ABOVE
LEASE, THE LEASE WILL BE SHOWN ON THE FINAL LOAN POLICY AS
SUBORDINATE TO THE DEED OF TRUST INSURED. (NOT SURVEY RELATED)
- PROPERTY IS SUBJECT TO AN EASEMENT FOR CABLE FACILITIES AND
SERVICES AND INCIDENTAL PURPOSES GRANTED TO HERITAGE CABLEVISION OF
TENNESSEE, INC. BY THE INSTRUMENT RECORDED DECEMBER 31, 2001 AT
RECEPTION NO. C0906516, TOGETHER WITH THE TERMS, CONDITIONS,
STIPULATIONS, PROVISIONS AND OBLIGATIONS AS CONTAINED THEREIN.
(BLANKET)
- PROPERTY IS SUBJECT TO ALL ITEMS AS SET FORTH AND SHOWN ON THE
PLATS OF CLARICE PLANNED UNIT DEVELOPMENT RECORDED JANUARY 18,
1973 AT RECEPTION NO. 987271, PUD –65 AND CLARICE PLANNED UNIT
DEVELOPMENT SUBDIVISION – LOT AMENDMENT, RECORDED NOVEMBER 1,
2002 AT RECEPTION NO. C1047829, PUD –3593 (SHOWN)
- PROPERTY IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS
BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, INCLUDING BUT
NOT LIMITED TO THOSE BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL
ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP,
NATIONAL ORIGIN, ANCESTRY, SOURCE OF INCOME, GENDER, GENDER IDENTITY,
GENDER EXPRESSION, MEDICAL CONDITION OR GENETIC INFORMATION, AS SET
FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT
THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW,
AS SET FORTH IN THE DOCUMENT
RECORDING DATE: AUGUST 30, 2005
RECORDING NO: RECEPTION NO. 20050830000934170 (BLANKET)
- PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS, PROVISIONS, AGREEMENTS
AND OBLIGATIONS CONTAINED IN THE LOW–INCOME HOUSING TAX CREDIT
LAND USE RESTRICTION AGREEMENT AS SET FORTH BELOW:
RECORDING DATE: DECEMBER 28, 2006
RECORDING NO.: RECEPTION NO. 2006001013024 (NOT SURVEY RELATED)
- PROPERTY IS SUBJECT TO THE EASEMENT(S) FOR THE PURPOSE(S) SHOWN
BELOW AND RIGHTS INCIDENTAL THERETO, AS GRANTED IN A DOCUMENT:
GRANTED TO: TOWNE CENTRE, LLLP
PURPOSE: BROADBAND COMMUNICATIONS SERVICES
RECORDING DATE: OCTOBER 24, 2011
RECORDING NO: RECEPTION NO. 2011000069376 (BLANKET)
- PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS, PROVISIONS, AGREEMENTS
AND OBLIGATIONS CONTAINED IN THE CONSTRUCTION EASEMENT AGREEMENT
AS SET FORTH BELOW:
RECORDING DATE: OCTOBER 15, 2020
RECORDING NO.: RECEPTION NO. 2020000105050 (EASEMENT TERMINATED)
- PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS, PROVISIONS, AGREEMENTS
AND OBLIGATIONS CONTAINED IN THE MAINTENANCE EASEMENT AGREEMENT
AS SET FORTH BELOW:
RECORDING DATE: JANUARY 20, 2021
RECORDING NO.: RECEPTION NO. 2021000006911 (BLANKET)
AND
RECORDING DATE: JANUARY 20, 2021
RECORDING NO.: RECEPTION NO. 2021000006977 (BLANKET)

FLOOD CERTIFICATION

BY GRAPHIC PLOTTING ONLY THIS PROPERTY IS IN FLOOD ZONE X AREAS
DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN PER THE
FLOOD INSURANCE RATE MAP FOR THE COUNTY OF ADAMS, STATE OF COLORADO,
PANEL NUMBER 08001C0601H, DATED MARCH 05, 2007.

PARKING

THERE ARE 222 REGULAR PARKING SPACES AND 13 HANDICAPPED PARKING
SPACES ON SUBJECT PROPERTY.

BENCHMARK

ELEVATIONS ARE BASED ON THE NGS TRANGULATION STATION “THORNTON–2”, A
BRASS CAP SET IN A 12 INCH DIAMETER CYLINDRICAL CONCRETE POST, FLUSH
WITH THE GROUND. STAMPED “THORNTON 2: 1972”. THE MONUMENT IS NEAR THE
SOUTHEAST CORNER OF THE ALPINE MANOR NURSING HOME PROPERTY. IT IS 75
FEET NORTH OF THE CENTER LINE OF THORNTON PARKWAY. THE MONUMENT IS IN
A GRASSED AREA WHICH IS JUST EAST OF THE NURSING HOME PARKING LOT, AND
IS 31 FEET NORTH OF A FIRE HYDRANT.

ELEVATIONS = 5442.87 FEET (NAVD1988) DATUM.

BASIS OF BEARINGS

BEARINGS ARE BASED ON THE NORTHERLY LINE OF LOT A, CLARICE PLANNED
UNIT DEVELOPMENT SUBDIVISION – LOT AMENDMENT RECORDED AT RECEPTION NO.
C1047829 COUNTY OF ADAMS, STATE OF COLORADO ASSUMED TO BEAR
N89°40'15"E AND BEING MONUMENTED BY A FOUND #4 REBAR WITH CAP ILLEGIBLE
AT THE NORTHWESTERLY CORNER AND A FOUND #5 REBAR WITH CAP ILLEGIBLE
AT THE NORTHEASTERLY CORNER.

SURVEYOR’S CERTIFICATION

TO: TOWNE CENTRE, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP
AND FIDELITY NATIONAL TITLE:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS
BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL
REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND
ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 1, 2, 3, 4, 5, 7(a), 8, 9,
11(b) AND 13 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON APRIL
09, 2021.

DATE OF PLAT MAP: JUNE 30, 2021.

RICHARD A. NOBBE
PLS #23899
FOR AND ON BEHALF OF
MARTIN/MARTIN, INC.

NOTICE

ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED
UPON A DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST
DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY
DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE
OF THIS CERTIFICATION SHOWN HEREON.

INDEXING STATEMENT

DEPOSITED THIS _____ DAY OF _____, 20__ AT _____ .M.,
IN BOOK _____ OF THE COUNTY SURVEYOR’S LAND
SURVEY/RIGHT–OF–WAY SURVEYS AT PAGE(S) _____, RECEPTION NUMBER
_____.

JUNE 30, 2021

ALTA/NSPS LAND TITLE SURVEY

MH OVERLOOK

A PARCEL OF LAND LOCATED IN THE SOUTHWEST QUARTER OF SECTION 22, TOWNSHIP 2 SOUTH,
RANGE 68 WEST OF THE SIXTH PRINCIPAL MERIDIAN,
CITY OF THORNTON, COUNTY OF ADAMS,
STATE OF COLORADO

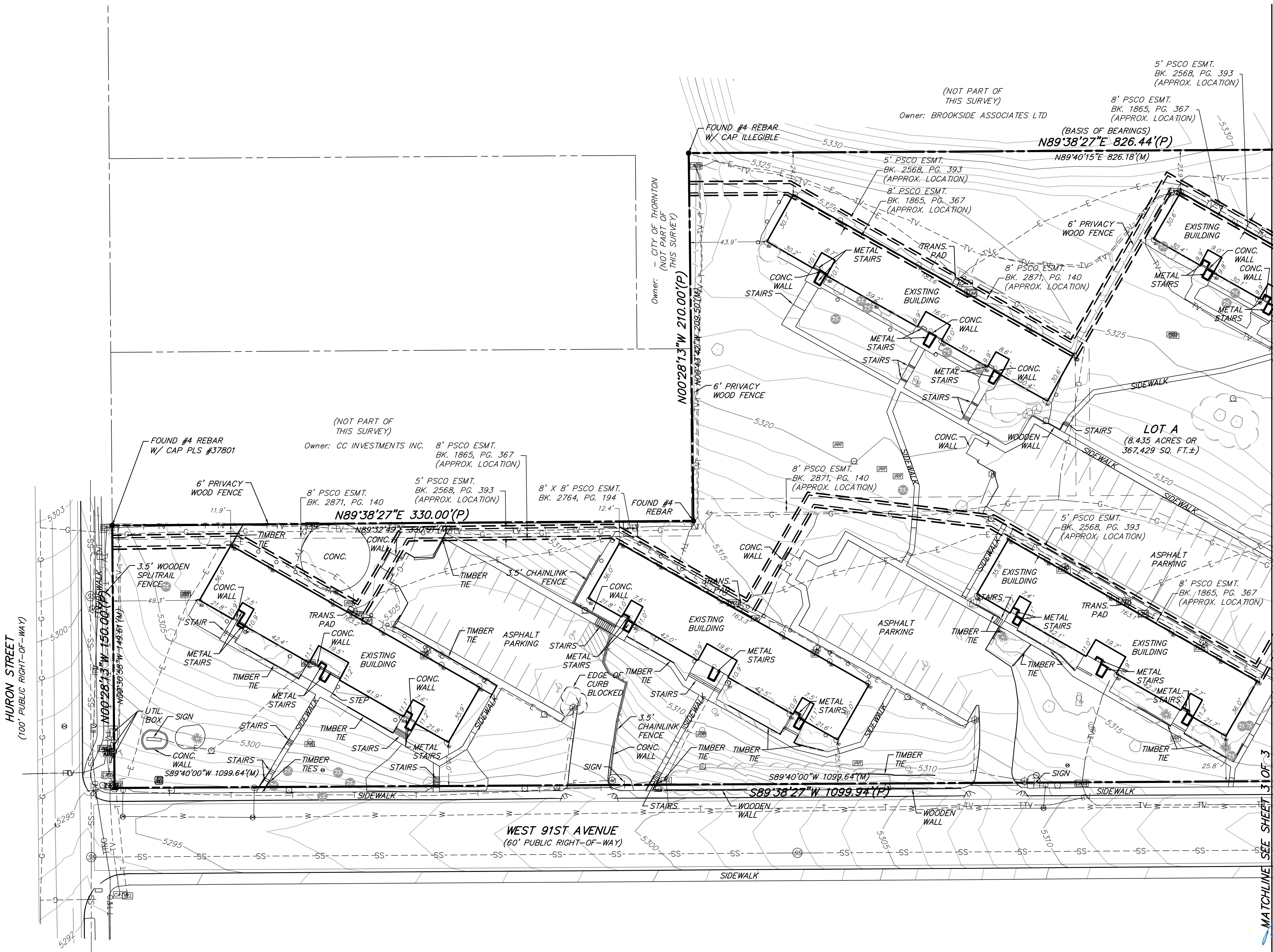
SHEET 2 OF 3

LEGEND

	PROPERTY LINE
	RIGHT-OF-WAY
	EASEMENT
	CURB AND GUTTER
	CONTOUR
	SANITARY SEWER
	STORM SEWER
	WATER LINE
	ELECTRIC LINE
	OVERHEAD UTILITY LINE
	TELEPHONE CABLE
	FIBER OPTIC LINE
	GAS LINE
	CABLE TV
	FIRE HYDRANT
	LIGHT POLE-METAL
	UTILITY POLE
	SANITARY MANHOLE
	STORM MANHOLE
	WATER MANHOLE
	WATER VALVE
	WATER METER
	FIRE STAND PIPE
	CLEAN OUT
	CURB INLET
	AREA INLET
	TELEPHONE BOX
	ELECTRIC BOX
	CABLE TV BOX
	IRRIGATION BOX
	GAS METER
	SIGN
	PROPERTY CORNER
	DECIDUOUS TREE
	PINE TREE
	BUSH/SHRUB
	SET #4 REBAR W/ CAP PLS #23899



30 15 0 30 60
SCALE: 1"=30'
ALL LINEAL DIMENSIONS ARE IN U.S. SURVEY FEET



Location: G:\PALING\21.0218-MH Overlook\SURVEY\ALTA05-21\alta05-21.dwg
Drawn By: R. NOBBE
Job Number: 21.0218.C.86
Sheet Number: 2 OF 3
Arehart

Project Manager: R. NOBBE
Surveyed By: IB

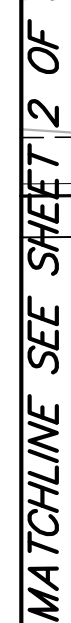
Plot Date: 06/30/21
Arehart



MARTIN/MARTIN
CONSULTING ENGINEERS
12499 WEST COLFAX AVENUE, LAKEWOOD, COLORADO 80215
MAIN 303.431.6100 MARTINMARTIN.COM
SURVEY@MARTINMARTIN.COM

JUNE 30, 2021

SHEET 3 OF 3



Project Manager: R. NOBBE	Surveyed By: IB
------------------------------	--------------------

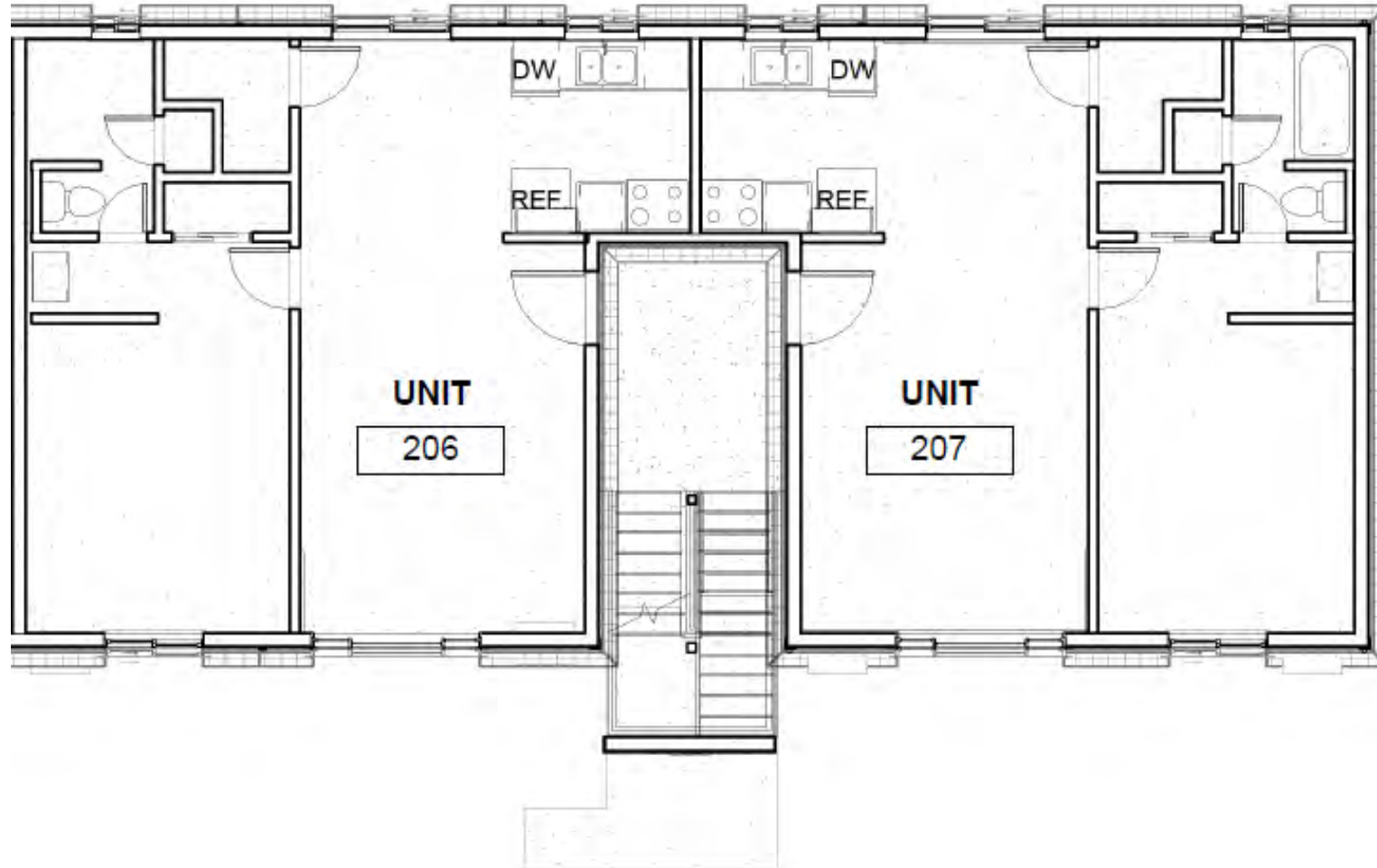
Plot Date: 06/30/21 Arehart

JUNE 30, 2021



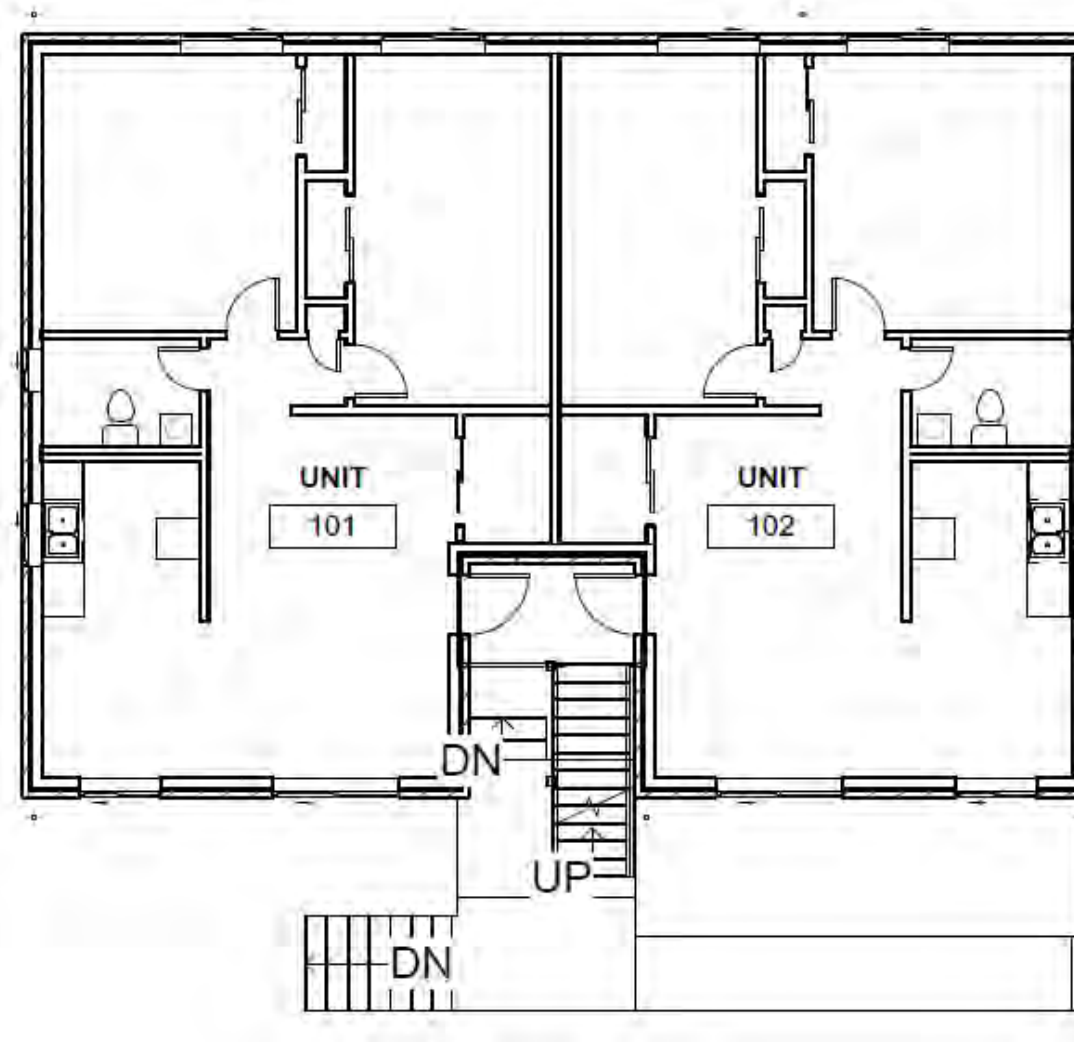
Attachment B

Overlook at Thornton: 1-Bedroom Floor Plan Approximately 650 SF



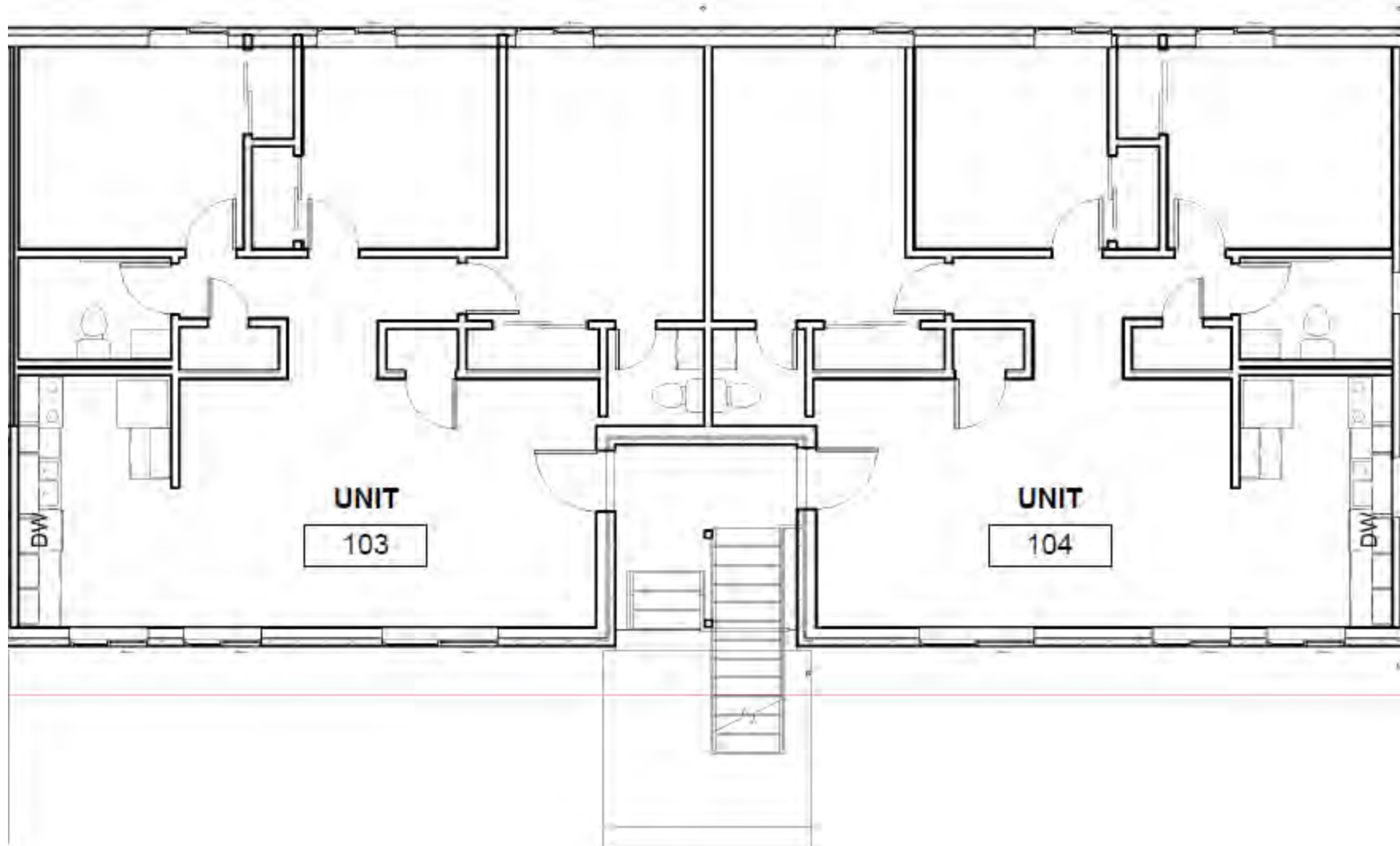
Attachment B

Overlook at Thornton: 2-Bedroom Floor Plan
Approximately 850 SF



Overlook at Thornton: 3-Bedroom Floor Plan

Approximately 950 SF



IFQ# 23-023, MOVING & RELOCATION SERVICES
FORM OF BID
ATTACHMENT C

1. The undersigned responder agrees, if this proposal is accepted, to enter into an agreement with owner, with this form included in the IFQ documents, to perform and furnish the work as specified or indicated in the IFQ documents for the costs indicated in accordance with the other terms and conditions of the contract documents.
2. In submitting this proposal, Contractor represents that:
 - a. Contractor agrees that Maiker Contract #23-023 will be the starting point for contract negotiation.
 - b. This proposal will remain subject to acceptance for 90 days after the day of the proposal deadline;
 - c. The owner has the right to reject this proposal;
 - d. Contractor accepts the provisions of the instructions and supplementary instructions provided;
 - e. Contractor has examined of all the IFQ documents;
 - f. Contractor has visited the site and become familiar with the general, local, and site conditions of the project;
 - g. Contractor is familiar with federal state, and local laws and regulations;
3. Contractor will complete the work in accordance with the Scope of Work for the amounts entered below. Please enter the HOURLY RATES for the requested services.

1. Moving Only – 650 Sq. Feet 1 bedroom	\$ _____
2. Moving Only - 850 Sq. Feet 2 Bedroom	\$ _____
3. Moving Only – 950 Sq. Feet 3 bedroom	\$ _____
4. Packing & Unpacking	\$ _____
5. Transportation to/from worksite	\$ _____
6. Other _____	\$ _____

Please attach additional page detailing pricing for supplying packing materials. Maiker acknowledges the actual cost will vary, but please supply a pricing sheet for bid selection purposes.

Signature: _____ Date: _____

Company: _____

RFP# 23-023, MOVING & RELOCATION SERVICES
PROFILE OF FIRM – Two Pages
Attachment D

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

This form must be completed by and for each subcontractor.

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

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

NAME	TITLE	% OF OWNERSHIP

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

NAME	TITLE

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

☐ Caucasian ☐ Public-Held ☐ Government ☐ Non-Profit
American (Male) Corporation Agency Organization
_____ % _____ % _____ % _____ %

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

☐ Resident- ☐ African ☐ **Native ☐ Hispanic ☐ Asian/Pacific ☐ Hasidic ☐ Asian/Indian
Owned* American American American American Jew American
_____ % _____ % _____ % _____ % _____ % _____ % _____ %

☐ Woman-Owned ☐ 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# 23-023, MOVING & RELOCATION SERVICES
CONTRACTOR'S CERTIFICATION OF COMPLIANCE
Attachment E

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.

ATTACHMENT F

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



- 03201

Instructions to Offerors Non-Construction

1. Preparation of Offers

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

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

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

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

**IFQ# 23-023, MOVING & RELOCATION SERVICES
ATTACHMENT G**

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

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

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

1. Contingent Fee Representation and Agreement

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

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

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

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

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

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

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

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

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

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

4. Organizational Conflicts of Interest Certification

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:
