Maiker Housing Partners

Request for Proposals

RFP 23-017
ORCHARD HILLS SENIOR APT.
CLUBHOUSE REMODEL
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1.0 ABOUT MAIKER HOUSING PARTNERS

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

Our programs and services include the following: Public Housing, Housing Choice Voucher Program, Housing Counseling, Family Self-Sufficiency Program (FSS), and Financial Assistance Programs. We also own and manage several affordable multi-family apartment communities throughout the county. The Agency owns and manages 2400+ units, associated in partnerships on another 1484 units, which most are available at or below market rents, and we supply 1550 Section 8 Housing Choice Vouchers.

The Housing Authority is an independent public corporation authorized by the State under the Colorado Revised Statutes §29-4-501. It is governed by a seven-person Board of Commissioners and is subject to the requirements of the Code of Federal Regulations CFR 2§200.317 - §200.326; Appendix II to Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, and 40 CFR §247 Comprehensive Guidelines for Products Containing Recovered Materials. 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 firms to provide services for Maiker owned communities while remaining in compliance with State and local laws, federal regulations, guidelines and requirements. All proposals submitted in response to this solicitation must conform to all of the requirements and specifications outlined and any designated attachments within this document in its entirety.
2.0 RFP INFORMATION AT A GLANCE

| MAIKER CONTACT PERSON | Kirk Kemp  
Procurement Specialist  
kkemp@maikerhp.org |
|-----------------------|------------------|
| QUESTION AND ANSWER DEADLINE | Friday June 16th, 2023, by 3:00PM MST  
Questions must be submitted in writing on provided Request For Information form, Attachment A, to: kkemp@maikerhp.org |
| SUBMISSION DEADLINE | Friday, June 30th, 2023, by 3:00 PM M.S.T.  
Attn: Procurement Specialist  
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. |
| PROPOSAL SUBMISSION REQUIREMENTS | Electronically formatted proposals must be clearly identified and divided according to the RFP Section 9 Proposal Format:  
- Part 1 – Required Attachments  
- Part 2 – Section 3 and Equal Opportunity  
- Part 3 – Personnel and Resumes  
- Part 4 – Capacity and Viability  
- Part 5 – Proven Past Performance  
- Part 6 – Fiscal Responsibility  
- Part 7 – Pricing and Proposed Services |
| ORAL INTERVIEWS | Interviews may be held for top ranked proposers. If interviews are conducted, Maiker will notify those proposers of time and date. |
3.0 MAIKER’S RESERVATION OF RIGHTS:

3.1 Maiker reserves the right to reject any or all proposals, to waive any formality in the procurement process, or to terminate this procurement process at any time, if deemed by Maiker to be in its best interests.

3.2 Maiker reserves the right not to award a contract pursuant to this RFP solicitation.

3.3 Maiker reserves the right to terminate a contract awarded pursuant to this procurement, at any time for its convenience upon 10 days written notice to the successful responder(s) as further described in such contract.

3.4 Maiker reserves the right to determine the days, hours, and locations that the successful responder(s) shall complete the work called for in this RFP.

3.5 Maiker reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of Maiker Procurement Specialist.

3.6 Maiker reserves the right to negotiate the fees proposed by the proposed entity.

3.7 Maiker reserves the right to reject and not consider any proposal that does not meet the requirements of this procurement, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

3.8 Maiker shall have no obligation to compensate any proposer for any costs incurred directly or indirectly in responding to this RFP.

3.9 Maiker shall reserve the right to at any time during the procurement or contract process prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accepting this procurement document and the attachments, each responder is thereby agreeing to abide by all terms and conditions listed within this document, within the attachments and further agrees that he/she will inform Maiker in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by Maiker that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve Maiker, but not the prospective responder, of any responsibility pertaining to such issue.

4.0 INTRODUCTION: Maiker has been awarded American Rescue Plan Act (ARPA) funds for this renovation. Maiker has procured Workshop 8 (W8) as the Architectural and Engineering firm to design the overall project. Maiker Housing Partners is seeking a General Contractor for Construction Management and General Contractor services to renovate and remodel a 2,400 square foot Clubhouse located at: Orchard Hills Senior Apartments, 1353 W 88th Avenue, Thornton, CO 80260. This project will be a full remodel limited as the Orchard Hill Clubhouse. The scope will encompass a substantial change in the floorplan including: a new open-concept kitchen; demo of partition walls; new bathrooms; remodeled offices; new laundry room & appliances; new flooring/paint/lighting fixtures; and potential foundation work alongside other changes. The building must meet compliance and accessibility standards. Accordingly, some outdoor landscape work will be required.

The existing clubhouse was built in or near 2001. No asbestos is expected. Various existing plans (including MEP plans) are not available to Owner. Contractors must adjust accordingly. Additionally, Maiker is considering the possibility of expanding the scope to include greater landscaping and refitting the outdoor...
common area of the clubhouse. This decision will be influenced by pricing. See ATTACHMENT B for proposed clubhouse changes.

Site visits may be conducted by contacting the leasing office at 303-200-4770.

5.0 SCOPE OF WORK (SOW): 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.

5.1 Pre-Construction Services: Maiker anticipates conducting preconstruction services between the time of Contractor selection and construction start on or around January 2023. 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. Assist in value engineering project components and prepare a detailed itemized VE list.

3. Prepare an Initial Guarantee Maximum Price proposal at a time to be determined; likely at 75% completion of Construction Documents.

4. Prepare a detailed construction schedule identifying the major tasks to complete the project.

5. Participate in OAC Meetings.

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.

5.2 Anticipated Construction Schedule: Maiker estimates a 4-month construction period with the following major milestones tentatively set:

- Concept Design and Initial Schematic Design are complete.
- **October 2023** - Initial Guarantee Maximum Price based on ~75% Construction documents
- **January 2024** - Construction Documents completed. Building Permits obtained. GMP needed by General Contractor
- **January 2024** - Construction Commencement - 4 months anticipated duration

5.3 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 Owner’s Representative, selected contractor will work collaboratively with the selected firm or individual.

5.4 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 one (2) years
• Unconditional Releases from Contractor and Subcontractors
• Certified project accounting documents, as required by Maiker
• Possible trainings to Owner for major systems, as required

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

7.0 PRICE AND FEE GUIDELINES:

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

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

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

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

7.5 Additional Materials/Supplies/Equipment/Services: It is possible that Maiker will require additional materials/Supplies/Equipment/Services in support of the contract. In such cases, Maiker and the Contractor will work together to achieve a mutually agreeable solutions and fees.
7.6 Inspection of Records: The Contractor shall maintain at the Contractor’s designated main office, all records, and reports for the three (3) years following the expiration of termination of the contract. Files and documents related to installation at Maiker properties must be made available for inspection by the agency, its representatives, or HUD during normal business hours upon twenty-four (24) hours written notice. If applicable, Maiker has the right to review Contractor employee’s personnel records as pertaining to the Contract.

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

7.8 Davis-Bacon: Davis-Bacon Wage requirements are required for this project. Contractor must use Davis Bacon reporting software such as LCP Tracker or another program with the approval of Maiker Housing Partners. Please see Attachment J.

8.0 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.

8.1 PART 1: Required Attachments: The following attachments must be fully completed, signed and submitted under Part 1, except where noted. Attachments must be submitted in the order they are listed below.

8.1.1 Attachment C: Profile of Firm. This 2-page form must be fully completed. Please indicate if the firm is a MBE or WBE.

8.1.2 Attachment D: Contractor’s Certification of Compliance. This form must be submitted under PART 1.

8.1.3 Attachment E: Non-Collusive Affidavit. This form must be submitted under Part 1.

8.1.4 Attachment F: HUD Form HUD 5396C Certifications and Representations of Offerors. NOTE: This form must be filled out, signed, and submitted under Part 1.

8.1.5 Attachment G: Form HUD 5369 Instruction to Bidders for Contracts. 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.

8.1.6 Subcontractors: Please provide a description of services which are anticipated to be subcontracted and provide similar experience and capacity information for any subcontractors. The responder selected for final award will be required to submit a “Profile of Firm” form for any subcontractor performing 10% or more of the work.

8.2 PART 2: Section 3 and Equal Employment Opportunity

8.2.1 Attachment H: Section 3 Business Preference Documentation: For any responder claiming a Section 3 Business Preference, please submit Attachment H – Section 3 Business Preference Certification Form, and any documentation required by that form. If no Section 3 preference is claimed, please include under Part 2 a signed and dated
statement saying, “SECTION 3 BUSINESS PREFERENCE IS NOT BEING CLAIMED.”

Further information regarding Section 3 Business Preference may be found at the HUD website:

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

8.3 **PART 3: Personnel and Resumes:** Responder must submit under Part 3 a concise description of its managerial capacity to deliver the proposed contract work/services, including:

8.3.1 **Resumes:** Brief professional resumes for the persons identified in Profile of Firm, Attachment B, and any personnel that may be associated with work for Maiker Housing Partners. Such information shall include the proposer’s qualifications to provide the services, and a brief description of the background and current organization of the firm and major employees, if any.

8.4 **PART 4: Capacity and Viability:** Responder must submit under Part 4 a concise description of its standing and capacity to deliver the proposed work/services. Information is confidential and will not be forwarded or shared with anyone outside the Maiker selection committee.

8.4.1 **Overview:** Brief general overview of firm’s history and services that includes years in business and number of clients.

8.4.2 **Workload:** Please indicate the proposer’s current workload and ability to duties related to the requirements needed in work related to this RFQ.

8.4.3 **Capacity:** Ability of proposer to successfully fulfill the requirements as outlined in Section 5.0 Scope of Work (SOW).

8.5 **PART 5: Proven Past Performance:** Proposer must submit under Part 5 the following information:

8.5.1 **Past Experience:** Please submit under Part 5 past work that closest reflects (if any) experience with Low-Income, Affordable Housing, Multi-Family Housing, or past work with other Housing Authorities.

8.5.2 **References:** Proposers shall submit references of five (5) clients, include Public Housing Agencies, experience with low-income and affordable housing, for whom the proposer has performed similar or like services to those being proposed within this RFQ. References should include, at a minimum: 1) Clients Name, 2) Name, phone and email of Contact Person, and 3) A brief description of the Scope of Services for clients:

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

8.6 **PART 6: Fiscal Responsibility:** Responder must submit under Part 6 a concise description of its fiscal standing and capacity to deliver the proposed work/services.
8.7 **PART 7: Pricing and Proposed Services:** Please submit Attachment I Form of Bid, under Part 7 showing the proposed pricing. As more fully detailed within Attachment A, Scope of Work, Proposers shall also include information concerning the proposed services that illustrate.

8.7.1 Has a demonstrated understanding of the Housing Authority’s requirements.

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

8.7.3 Proposed Quality Control Program.

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

9.0 **PROPOSAL SUBMISSION**

9.1 **Submission Documents:** Submissions must clearly denote the above noted RFQ number and must have the responder’s name and return address. The proposal must be submitted by Friday, June 30th, 2023, by 3:00 PM MST.

Proposals submitted after the published deadline will not be considered.

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

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

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

10.0 EVALUATION:

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

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<td>20</td>
<td>CAPACITY AND VIABILITY - PART 4</td>
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<td>PROVEN PAST PERFORMANCE - PART 5</td>
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<td>15</td>
<td>FISCAL RESPONSIBILITY - PART 6</td>
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<td>PRICING AND PROPOSED SERVICES – PART 7</td>
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<td>100 points</td>
<td>TOTAL</td>
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10.2 Restrictions: All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation on the Maiker evaluation panel. Similarly, all persons having ownership interest in and/or contract with a bidder entity will be excluded from participation on the evaluation panel.

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

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

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

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

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

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

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

11.5.2 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.

11.5.3 Unauthorized Sub-Contracting Prohibited: The successful responder shall not assign any right, nor delegate any duty for the work proposed pursuant to this procurement (including but not 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.

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

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

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

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

12.1 Workers Compensation: An original certificate evidencing the responder’s current industrial (workers compensation) insurance carrier and coverage amount.
12.2 General Liability: An original certificate, evidencing “General Liability” insurance coverage, naming the Maiker as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Housing Authority of the County of Adams, State of Colorado, as an additional insured under said policy (minimum of $1,000,000 each occurrence, general aggregate minimum limit of $2,000,000, together with damage to premises and fire damage of $1,000,000 and medical expenses of any one person of $100,000), with a deductible of not greater than $1,000.

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

12.4 Licenses: A copy of the responder’s business license allowing that entity to provide such series within the County of Adams, Colorado or any local municipality located within the County of Adams, Colorado. Additionally, if applicable, a copy of the responder’s license issued by the State of Colorado or the municipal licensing authority allowing the responder to provide the services in their jurisdiction detailed herein.

12.5 A copy of the W-9.

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

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

- Attachment A: Request for information
- Attachment B: Proposed Changes
- Attachment C: Profile of Firm
- Attachment D: Contractor’s Certification of Compliance Non-
- Attachment E: Collusive Affidavit
- Attachment F: Certifications and Representations of Offerers
- Attachment G: Instructions to Bidders for Contracts
- Attachment H: Section 3 Certification
- Attachment I: Form of Bid
- Attachment J: Davis-Bacon Wages
RFP 23-017, ORCHARD HILLS SENIOR CLUBHOUS REMODEL
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:___________
Orchard Hill Clubhouse Remodel

OPTION B - REVISION 3

Assumptions: W8 is assuming there is a column nested in the Clubroom wall (column shown in pink). A structural engineer will need to be consulted to determine if existing walls can be fully removed as shown.

NOTES

Restrooms remain the same, with doors swinging out. Clearances will be very tight.
Made island larger to incorporate more seating.
Smaller refrigerator.
Swung Maintenance door out.
Added Coffee Bar with pantry cabinet to Lobby.

---Maiker selects this Option B.
---Barn door multi-purpose room. Add TV for presentations.
---Keep coffee bar
---Remove bathroom hallway partition
---Keep kitchen window
---Maintenance door swings into lobby
---Use larger Island option. Add plug outlets to bar dropped ledge

Keep sectional couch option in drawings
Keep Bar door, add TV for presentations

Add power outlets to dropped island ledge
(Use large/full fridge option)

Enlarge Island like in Option C Rev 1

Remove bathroom partition. Check if load bearing

PLANS ARE WORK IN PROGRESS AND MAY ADJUST.
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

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<th>NAME</th>
<th>TITLE</th>
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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):

<table>
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<tr>
<th>NAME</th>
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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 American (Male) %
   □ Public-Held Corporation %
   □ Government Agency %
   □ Non-Profit 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- American %
□ African American %
□ **Native American %
□ Hispanic American %
□ Asian/Pacific American %
□ Hasidic American %
□ Asian/Indian American %
□ Jew American %
□ %
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: ____________________________________________________________________________
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 23-017, ORCHARD HILLS SENIOR CLUBHOUSE REMODEL
NON-COLLUSIVE AFFIDAVIT

ATTACHMENT E

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 23-017 for Maiker Housing Partners, that such proposal or bid is genuine and not collusive, and that all stats herein are true.

Signature: _____________________________________________________________________

Name of Firm: __________________________________________________________________

Date: _________________________________________________________________________
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 fee contingent upon or resulting from the award of this contract.

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

For the purpose of this definition, minority group members are:
(Check the block applicable to you)
[ ] Black Americans [ ] Asian Pacific Americans
[ ] Hispanic Americans [ ] Asian Indian Americans
[ ] Native Americans [ ] Hasidic Jewish Americans

3. Certificate of Independent Price Determination
(a) The bidder/offeror certifies that—
   (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
   (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
   (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.
(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:
   (1) Is the person in the bidder/offeror’s organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
   (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(l) through (a)(3) above; and
      (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)(l) 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:
Instructions to Bidders for Contracts
Public and Indian Housing Programs
Directions 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 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.
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
(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 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 23-017, ORCHARD HILL SENIOR CLUBHOUSE REMODEL

ATTACHMENT H
Section 3

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:
□ Copy of Articles of Incorporation □ Certificate of Good Standing
□ Assumed Business Name Certificate □ Partnership Agreement
□ List of owners/stockholder and % of each □ Corporation Annual Report
□ Latest Board minutes appointing officers □ Additional documentation
□ 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:
□ List of all current full time employees □ List of all employees claiming Section 3 status
□ PHA Residential lease (less than 3 years from date of employment) □ 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:
□ Current financial statement □ List of owned equipment
□ Statement of ability to comply □ 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:

<table>
<thead>
<tr>
<th>PROPOSED TYPE OF CONTRACT</th>
<th>APPROX. COST</th>
<th>PROPOSED TYPE OF CONTRACT</th>
<th>APPROX. COST</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

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.

<table>
<thead>
<tr>
<th>Position</th>
<th>Present Permanent Employees (At Time of Contract Signing)</th>
<th>Section 3 Workforce Projection (Residents)</th>
<th>Total Projected Workforce Increase</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trainees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Apprentices</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Journeypersons</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Laborers</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Supervisory</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Superintendent</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Professional</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Clerical</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>When the lowest responsive bid is less than $100,000</th>
<th>“X” = LESSOR OF:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$100,000.00, or more</td>
<td>10% of that bid, or $9,000.00</td>
</tr>
<tr>
<td>When the lowest responsive bid is at least:</td>
<td></td>
</tr>
<tr>
<td>$100,000.00, but less than $200,000.00</td>
<td>9% of that bid, or $16,000.00</td>
</tr>
<tr>
<td>$200,000.00, but less than $300,000.00</td>
<td>8% of that bid, or $21,000.00</td>
</tr>
<tr>
<td>$300,000.00, but less than $400,000.00</td>
<td>7% of that bid, or $24,000.00</td>
</tr>
<tr>
<td>$400,000.00, but less than $500,000.00</td>
<td>6% of that bid, or $25,000.00</td>
</tr>
<tr>
<td>$500,000.00, but less than $1,000,000.00</td>
<td>5% of that bid, or $40,000.00</td>
</tr>
<tr>
<td>$1,000,000.00, but less than $2,000,000.00</td>
<td>4% of that bid, or $60,000.00</td>
</tr>
<tr>
<td>$2,000,000.00, but less than $4,000,000.00</td>
<td>3% of that bid, or $80,000.00</td>
</tr>
<tr>
<td>$4,000,000.00, but less than $7,000,000.00</td>
<td>2% of that bid, or $105,000.00</td>
</tr>
<tr>
<td>$7,000,000.00, or more</td>
<td>1.5% of the lowest responsive and responsible bid with no dollar limit</td>
</tr>
</tbody>
</table>
1. The undersigned responder agrees, if this proposal is accepted, to enter into an agreement with owner, in the form included in the RFP documents, to perform and furnish the work as specified or indicated in the RFP documents for the costs indicated in accordance with the other terms and conditions of the contract documents.

2. In submitting this proposal, Contractor represents that:
   a. Contractor agrees that Maiker Contract #23-017 will be the starting point for contract negotiation.
   b. This proposal will remain subject to acceptance for 90 days after the day of the proposal deadline;
   c. The owner has the right to reject this proposal;
   d. Contractor accepts the provisions of the instructions and supplementary instructions provided;
   e. Contractor has examined of all the RFP documents;
   f. Contractor has visited the site and become familiar with the general, local, and site conditions of the project;
   g. Contractor is familiar with federal state, and local laws and regulations;

3. Contractor will complete the work in accordance with the Scope of Work for the amounts entered below:

1. Principal (Hourly) $_______________
2. Project Manager (Hourly) $_______________
3. Project Supervisor (Hourly) $_______________
4. Labor and Services $_______________
5. Materials $_______________
6. Profit and Overhead $_______________

4. Total of Services $_______________

Signature: _______________________________ Date: _____________________

Company: ____________________________________________________________________
"General Decision Number: CO20230004 06/02/2023

Superseded General Decision Number: CO20220004

State: Colorado

Construction Type: Residential


RESIDENTIAL CONSTRUCTION PROJECTS (consisting of single family homes and apartments up to and including 4 stories)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- Executive Order 14026 generally applies to the contract.
- The contractor must pay all covered workers at least $16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- Executive Order 13658 generally applies to the contract.
- The contractor must pay all covered workers at least $12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all
The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number | Publication Date
---|---
0 | 01/06/2023
1 | 02/24/2023
2 | 04/07/2023
3 | 05/12/2023
4 | 06/02/2023

BRCO0007-007 01/01/2022

ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS AND JEFFERSON COUNTIES

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>BRICKLAYER</td>
<td>$ 32.43</td>
</tr>
</tbody>
</table>

ELECO012-007 09/01/2021

PUEBLO COUNTY

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>ELECTRICIAN (Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems and Communications Systems) Electrical contract over $1,000,000</td>
<td>$ 29.80</td>
</tr>
<tr>
<td>$1,000,000</td>
<td>$ 24.85</td>
</tr>
<tr>
<td>Rate Details</td>
<td>Rates</td>
</tr>
<tr>
<td>--------------</td>
<td>-------</td>
</tr>
<tr>
<td><strong>ELEC0068-014 06/01/2023</strong></td>
<td>ELECTRICIAN (Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems and Communication Systems)</td>
</tr>
<tr>
<td><strong>ELEC0113-007 06/01/2023</strong></td>
<td>EL PASO COUNTY ELECTRICIAN (Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems and Communication Systems)</td>
</tr>
<tr>
<td><strong>ELEC0969-007 01/01/2019</strong></td>
<td>MESA COUNTY ELECTRICIAN (Including Low Voltage Wiring and Installation of Fire Alarms, Security Systems and Communication Systems)</td>
</tr>
<tr>
<td><strong>ENGI0009-007 05/01/2023</strong></td>
<td>Power equipment operators: Bulldozer</td>
</tr>
<tr>
<td></td>
<td>Motor Grader: Blade-finish</td>
</tr>
<tr>
<td></td>
<td>Motor Grader: Blade-rough</td>
</tr>
<tr>
<td></td>
<td>Roller: Self-propelled all types over 5 tons</td>
</tr>
<tr>
<td></td>
<td>Roller: Self-propelled rubber tires under 5 tons</td>
</tr>
</tbody>
</table>
Scraper: Single bowl including pups 40 cubic yards and tandem bowls and over

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single bowl including pups 40 cubic yards and</td>
<td>$34.41</td>
</tr>
<tr>
<td>tandem bowls and over</td>
<td>14.25</td>
</tr>
<tr>
<td>Scraper: Single bowl under 40 cubic yards</td>
<td>$34.21</td>
</tr>
<tr>
<td>Water Wagon</td>
<td>$34.05</td>
</tr>
</tbody>
</table>

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IRON0024-001 05/01/2023

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>IRONWORKER, STRUCTURAL</td>
<td>$35.24</td>
</tr>
<tr>
<td>GLAZIER</td>
<td>$31.92</td>
</tr>
</tbody>
</table>

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PAIN0930-001 06/01/2022

<table>
<thead>
<tr>
<th>Description</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBER/PIPEFITTER (Including HVAC Pipe)</td>
<td>$23.24</td>
</tr>
<tr>
<td>ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER,</td>
<td></td>
</tr>
<tr>
<td>DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES</td>
<td></td>
</tr>
<tr>
<td>(Including HVAC pipe)</td>
<td>5.35</td>
</tr>
<tr>
<td>PLUMBER/PIPEFITTER (Pipefitters exclude HVAC</td>
<td>$37.70</td>
</tr>
<tr>
<td>pipe)</td>
<td>16.69</td>
</tr>
</tbody>
</table>

Zone 1 - 40 miles and over: $19.85 per hour + $32.00 per day per diem will be paid on projects over 40 miles (Zone 1) measured in practical driving miles by the shortest route,
beginning at 5th and Main Streets in Pueblo, Colorado, when the employee stays overnight or drives their own vehicle.

Hazardous Pay: Add $2.20 per hour to $19.85 base rate. Hazardous pay applies to projects at chemical plants, steel mills, cement plants, power generator plants, process piping at manufacturing plants, food processing plants, and all projects which may present a health hazard or serious personal injury.

---

**PLUM0145-005 08/01/2016**

**MESA COUNTY**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PLUMBER (Plumbers include HVAC pipe) &amp; PIPEFITTERS (exclude HVAC pipe)</td>
<td>$26.18</td>
</tr>
</tbody>
</table>

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**PLUM0208-002 06/01/2022**

**ADAMS, ARAPAHOE, BOULDER, BROOMFIELD, DENVER, DOUGLAS, JEFFERSON, LARIMER AND WELD COUNTIES**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>PIPEFITTER (Excluding HVAC pipe)</td>
<td>$40.50</td>
</tr>
</tbody>
</table>

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**SHEE0009-003 07/01/2022**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheet metal worker HVAC Duct and Installation of HVAC Systems</td>
<td>$37.17</td>
</tr>
</tbody>
</table>

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**SUCO2001-002 12/20/2001**

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>CARPENTER (Excluding drywall hanging/framing, metal stud work and form)</td>
<td></td>
</tr>
<tr>
<td>Position</td>
<td>Rate</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-------</td>
</tr>
<tr>
<td>Building/setting</td>
<td>$16.36</td>
</tr>
<tr>
<td>Cement Mason/Concrete Finisher</td>
<td>$16.80</td>
</tr>
<tr>
<td>Drywall Finisher/Taper</td>
<td>$13.00</td>
</tr>
<tr>
<td>Drywall Hanger/Framer (Including metal stud work)</td>
<td>$17.13</td>
</tr>
<tr>
<td>Formbuilder/Formsetter</td>
<td>$12.78</td>
</tr>
<tr>
<td>Laborers:</td>
<td></td>
</tr>
<tr>
<td>Brick Finisher/Tenders</td>
<td>$11.25</td>
</tr>
<tr>
<td>Common</td>
<td>$ 8.86</td>
</tr>
<tr>
<td>Concrete/Mason Tenders</td>
<td>$10.00</td>
</tr>
<tr>
<td>PAINTER</td>
<td></td>
</tr>
<tr>
<td>(Excludes drywall finishing and taping):</td>
<td></td>
</tr>
<tr>
<td>Brush, Roller and Spray</td>
<td>$13.62</td>
</tr>
<tr>
<td>Power equipment operators:</td>
<td></td>
</tr>
<tr>
<td>Backhoe</td>
<td>$12.98</td>
</tr>
<tr>
<td>Front End Loader</td>
<td>$16.50</td>
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<tr>
<td>ROOFER</td>
<td>$14.73</td>
</tr>
<tr>
<td>Sheet Metal Worker</td>
<td></td>
</tr>
<tr>
<td>All Other Work</td>
<td>$17.30</td>
</tr>
<tr>
<td>SPRINKLER FITTER</td>
<td>$18.47</td>
</tr>
</tbody>
</table>

** Welders - Receive rate prescribed for craft performing operation to which welding is incidental.**

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 ($16.20) or 13658 ($12.15). Please see the Note at the top of the wage determination for more information.**

** Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours **
they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing
this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

   Branch of Construction Wage Determinations
   Wage and Hour Division
   U.S. Department of Labor
   200 Constitution Avenue, N.W.
   Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

   Wage and Hour Administrator
   U.S. Department of Labor
   200 Constitution Avenue, N.W.
   Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

   Administrative Review Board
   U.S. Department of Labor
   200 Constitution Avenue, N.W.
   Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.
END OF GENERAL DECISION