

MAIKER HOUSING PARTNERS

Request For Qualifications

RFQ 23-035

Architectural/Engineering (A/E) Related Services
Design and Construction



Maiker
Housing Partners

New Affordable Multifamily

7295 N. Washington Street
Denver, CO 80229
(Unincorporated Adams County)

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1.0 ABOUT MAIKER HOUSING PARTNERS

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

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

The Housing Authority is an independent public corporation authorized by the State under the Colorado Revised Statutes §29-4-501. It is governed by a seven-person Board of Commissioners. 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, and insured Architects 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.

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2.0 RFQ INFORMATION AT A GLANCE

MAIKER CONTACT PERSON	Kirk Kemp Procurement Specialist kkemp@maikerhp.org
Q & A DEADLINE	Wednesday, August 16^h, by 3:00 pm Questions must be submitted in writing on provided Request for Information Form, Attachment G , to kkemp@maikerhp.org
SUBMISSION DEADLINE	Wednesday, August 30th, by 3:00 PM Kirk Kemp, kkemp@maikerhp.org or BidNet Direct Email submissions are acceptable provided all attachments are sized to be sent/received by email. there is no size limit if submitted to Bidnet Direct.
SUBMISSION REQUIREMENTS	Electronically formatted proposals must be clearly identified and divided according to the RFQ Section 9.0 Proposal Format: <ul style="list-style-type: none">▪ Part 1 – Required Attachments▪ Part 2 – Section 3 and Equal Opportunity▪ Part 3 – Personnel and Resumes▪ Part 4 – Overview of Firm▪ Part 5 – LITHC and Green Building Experience▪ Part 6 – References▪ Part 7 – Capacity of Firm▪ Part 8 - Personnel
INTERVIEWS	Interviews <u>may</u> be held for top ranked proposers. If interviews are conducted, Maiker will notify those proposers of time and date.

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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 RFQ process, or to terminate the RFQ process at any time, if deemed by Maiker be in its best interests.
- 3.2** Maiker reserves the right not to award a contract pursuant to this RFQ.
- 3.3** Maiker reserves the right to terminate a contract awarded pursuant to this RFQ, 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 RFQ.
- 3.5** Maiker reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days after the deadline for receiving proposals without the written consent of Maiker Procurement Officer (PO).
- 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 RFQ, 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 in responding to this RFQ.
- 3.9** Maiker shall reserve the right to at any time during the RFQ or contract process prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accepting the RFQ 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.

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4.0 INTRODUCTION

The Adams County Housing Authority d/b/a Maiker Housing Partners (Maiker) invites qualified architectural/engineering (A/E) firms to submit proposals to provide professional services for the design and construction of a new affordable housing community projects located at 7295 N. Washington Street, Denver, CO 80229 within unincorporated Adams County (Parcel # 0171934408003).

The land is a 2.13 acre parcel site is the former Boyers Coffee facility warehouse which was damaged by a catastrophic fire in April 2020. Maiker's goal is to redevelop and revitalize the parcel into a low to midrise mixed-use affordable multifamily building.

5.0 SCOPE OF WORK (SOW):

The scope of work for this project can be found in **Attachment A** of this RFQ.

6.0 ADDITIONAL TERMS

- 6.1 Personnel & Equipment:** Contractor agrees to furnish all equipment and fully trained personnel necessary to perform the services specified herein and agree to perform said services in a timely, professional, and workmanlike manner. The contractor may not sub-contract services to a third party without written consent from Maiker Procurement Officer.
- 6.2 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.
- 6.3 Contract Term:** The time for completion will be determined in collaboration with contractor prior to contract execution. Maiker anticipates pre-development activities (as built, limited design, CDs) to be completed as quickly as is practical, within 3 months.
- 6.4 Inspection of Records:** The Contractor shall maintain at the Contractor's designated main office, all records, and reports for the five (5) 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.

7.0 COMPLIANCE

- 7.1 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).

8.0 PRICE AND FEE GUIDELINES

- 8.1 Proposed Costs All-Inclusive:** All proposal amounts are inclusive of all related costs that the responder will incur. This can be as a percentage of project costs or estimated fee.
- 8.2 Reimbursable Expenses:** Contractor should clearly specify anticipated reimbursable expenses in the proposal, including the type of expense, the basis of reimbursement, any applicable unit costs, and the specified allowances. Third party costs, such as for reproduction services, will be

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reimbursed at cost. All transportation to and from the project site is assumed to be included in Contractor's specified fee, and there will be no reimbursement for mileage expense.

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

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

9.0 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.

9.1 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.

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

9.1.2 Attachment C: Contractor's Certification of Compliance. This form must be submitted under PART 1.

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

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

9.2 PART 2: Section 3 and Equal Employment Opportunity

9.2.1 Attachment F: Section 3 Business Preference Documentation: For any responder claiming a Section 3 Business Preference, please submit Attachment F – Section 2 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: <http://hud.gov/offices/fheo/section3/section3.cfm>

9.2.2 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.

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9.3 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:

9.3.1 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.

9.4 Part 4: Overview of Firm: Provide a statement of qualifications and or narrative explaining proposing firm's experience relevant to the project contemplated by this RFQ. Topics to consider include:

9.4.1 History and size of firm

9.4.2 Resumes of key personnel

9.4.3 Experience in working with affordable housing providers or housing programs,

9.4.4 Experience with projects of similar size, scope.

9.4.5 Local Colorado experience, with consideration to unincorporated Adams County.

9.5 Part 5: LIHTC & Green Building Experience: Provide information regarding the proposing firm's experience managing and constructing projects in compliance with requirements consistent with Low Income Housing Tax Credits (LIHTC) and Enterprise Green Communities.

9.5.1 Projects

Provide information regarding specific projects of similar size and scope for which proposer acted in a similar capacity as required by this RFQ.

9.6 Part 6: References: The proposer shall provide a list and contact information of at least three (3) former or current clients for whom the proposer has performed similar or like services to those being proposed herein. References may be contacted before a selection decision will be made.

9.7 Part 7: Capacity of Firm

9.7.1 Demonstrate that proposer has the resources or ability to retain the resources to provide the scope of the work.

9.7.2 The responder may include hereunder any other general information that the responder believes is appropriate to assist Maiker in its evaluation.

9.7.3 Provide a statement as to the proposing firm's current workload and ability to perform this Project within the timeframes required.

9.8 Part 8: Personnel:

9.8.1 Demonstrate staffing capacity and describe the responsibilities and authority for each working title that will apply to the execution of the work.

9.8.2 Provide a description of services, which are anticipated to be subcontracted, and provide similar experience and capacity information for any subcontractors.

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10.0 PROPOSAL SUBMISSION

- 10.1 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 Wednesday, August 30th, 2023, 3:00 PM

Proposals submitted after the published deadline will not be considered.

- 10.2 Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED. Responders are not allowed to change any requirements or forms herein, either by making or entering on these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to 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 RFQ.

- 10.3 Submission Responsibilities:** It shall be the responsibility of each Responder to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by Maiker including the RFQ 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 Maiker requirements contained within the documents may cause that Responder to not be considered for award. Responders shall examine the entire solicitation, seek clarification of any item or requirement that may not be clear, and check all responses for accuracy before submitting 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.

- 10.4 Responders Responsibilities-Contact with Maiker:** It is the responsibility of the responder to address all communication and correspondence pertaining to the RFQ process to the Maiker Procurement Office only. Responders must not make inquiry or communicate with any other Maiker staff member or official (including members of the Board of Commissioners) pertaining to this RFQ 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.

- 10.5 Accuracy:** By submitting a proposal, you certify that all information provided in response to this RFQ is true and accurate. Failure to provide information requested by this RFQ will ultimately result in rejection of the proposal. If you fail to submit all information requested, MAIKER may require prompt submission of missing information after the receipt of your proposal.

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11.0 EVALUATION CRITERIA:

- 11.1 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 9.0 *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 RFQ. The following criteria will be utilized by Maiker to evaluate each submittal received:
- 11.2 Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a bidder entity will be excluded from participation on the Maiker evaluation panel. Similarly, all persons having ownership interest in and/or contract with a bidder entity will be excluded from participation on the Maiker evaluation panel.
- 11.3 Evaluation of Proposals:** Evaluation Criteria: Responses will be evaluated by Maiker using the following criteria:
- 11.3.1** Expertise, experience, and qualifications of the A/E’s firm and personnel in each discipline that may provide services relevant to the project. Identification and statement of qualifications of the architects, engineers, consultants, and project team members who will be assigned to the project for actual “hands on” work, as well as the principal assigned to the project for oversight responsibilities. Please identify the chain of command and responsible staff.
 - 11.3.2** Proposed costs of A&E services. This can be as a percentage of project costs or estimated fee. Please include a listing of services to be performed and time frames associated with each phase of development. Please include assigned personnel and hours associated with each phase. In addition, please include an hourly rate schedule for assigned team members, rates for reimbursable expenditures, rates for faxes, copies, and drawing reproductions.
 - 11.3.3** Special expertise, experience, and qualifications of the firm and proposed consultants to provide services described in the scope of services. Experience with mixed use residential and retail development, municipal approvals including those specific to the County of Adams.
 - 11.3.4** Expertise and experience of the A/E in providing services on other affordable housing projects or on projects of similar size, scope, and features.
 - 11.3.5** A/E’s recent (past 3 years) experience/history in designing projects within the established “Design-not-to exceed” budget. Cost performance record shall indicate project, contact design person for each project, budgeted cost, actual cost, number of change orders, change order cost, and comparison of actual final cost vs. budgeted cost in %.
 - 11.3.6** Level of familiarity, knowledge, and experience with Multi-Family Green Building Standards and green building materials, including past successes.

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11.3.7 Geographic location of the A/E's office where work will be performed in relation to the project location(s). The firm should indicate a street address of the office(s) proposed to handle the work and an estimation of the travel time between that office(s) and the Owner's location.

11.3.8 Generally, MAIKER will consider the A/E's overall suitability to provide the services for the project within the time, budget and operational constraints that may be present, and the comments and/or recommendations of the A/E's previous clients, references, and others.

11.3.9 MAIKER will also consider the A/E's overall ability and willingness to provide flexible payment terms, considering cash flow limitation tied to approvals of lenders, funders, and tax credit allocations.

11.3.10 The A/E is encouraged to utilize Minority and Women Owned Business Enterprises in their contracts or subcontracts.

12.0 SELECTION PROCESS: If a contract is awarded pursuant to this RFQ, the following procedures will be followed:

12.2 Award of Contract: Maiker *may* engage in individual discussions and interviews with each fully qualified, responsible, and suitable A/E's based on initial responses, and with professional competence to provide the required services. Repetitive informal interviews may be requested at the owner's discretion. You are encouraged to elaborate on your qualifications, cost management, performance data, and staff expertise relevant to the proposed contract. Proprietary information from competing proposals will not be disclosed to the public or to competitors.

12.3 Interviews: At the conclusion of any informal interviews, based on evaluation factors published in this Request for Proposal and all information developed in the selection process, Maiker shall rank at its sole discretion and in the order of preference, each A/E firm whose professional qualifications and proposed services are deemed most meritorious.

12.4 Negotiations: Negotiations shall then be conducted with the A/E ranked first to establish an acceptable contract. A contract award will be made to that A/E provided Maiker accepts/agrees to the project fee and scope of services offered. Otherwise, negotiations with the A/E ranked first shall be formally terminated and negotiations conducted with the A/E ranked second, and so on, until such a contract is negotiated at a fair and reasonable rate and the contract agreed to.

12.5 Cancellation: Maiker may cancel the Request for Proposals or reject any proposals at any time prior to an award and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. Should Maiker determine in writing and in its sole discretion that only one A/E Firm is fully qualified, or that one A/E Firm is clearly more highly qualified than the others under consideration, a contract may be negotiated with and awarded to that A/E firm. The issuance of this solicitation does not obligate Maiker to pay any costs incurred by any A/E in connection with 1) Preparation and presentation of an award; 2) Any supplement or modification of this invitation to present; or 3) Negotiation with MAIKER or other parties arising out of or relating to this solicitation or the subject matter of this solicitation.

12.6 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

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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.

13.0 CONTRACT CONDITIONS: The following provisions are considered mandatory conditions of any contract award made by MAIKER pursuant to the RFQ:

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

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

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

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

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

13.7 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.

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

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

14.3 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

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damage of \$1,000,000 and medical expenses of any one person of \$100,000), with a deductible of not greater than \$1,000.

14.4 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.

14.5 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.

14.6 A copy of the W-9.

15.0 SCHEDULE OF ATTACHMENTS

It is the responsibility of each bidder to verify that he/she has reviewed the following attachments pertaining to this RFQ:

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

**RFQ 23-035, NEW AFFORDABLE HOUSING COMMUNITY
ATTACHMENT A
SCOPE OF WORK**

**7295 N. WASHINGTON STREET
DENVER, CO 80229**

I. GENERAL SCOPE OF SERVICE

The Adams County Housing Authority d/b/a Maiker Housing Partners (“Maiker”) invites qualified architectural/engineering (“A/E”) firms to submit proposals to provide professional services for the design and construction of a new affordable housing community located at 7295 N. Washington Street, Denver, CO 80229 within unincorporated Adams County (Parcel # 0171934408003).

II. PROJECT BACKGROUND

The subject land is located on a 2.13 acre parcel located at the above address. This site is the former Boyers Coffee coffeeshop and supply warehouse which was rendered distressed via a catastrophic fire in April 2020. Maiker’s goal is to redevelop and revitalize the parcel into a low to midrise mixed-use affordable multifamily building for the residents of Adams County.

The current zoning is Industrial-1, with a designated future land use of Mixed-Use Employment. Maiker intends to re-zone into either a (i) a Mixed-Use District (MU); or (ii) Planned Urban Development (PUD). Currently the property contains: the old coffeeshop elevation (with brick from a 1920s schoolhouse); the demolished warehouse foundation; a parking log; and an existing billboard. Preliminary soil borings appear to require a cut/fill of existing expansive soils; majority of the existing improvements will likely need to be removed. The property is in unincorporated Adams County and will not be annexed.

While not historically protected, the location has served as a landmark for locals and members of the Board of County Commissioners. An ideal design would take inspiration from the surrounding area, the historic schoolhouse brick, and the old coffeehouse interior. All designs must incorporate a sound-reduction strategy due to the adjacent I-25/I-270 interchange. Maximum density with a residential mix of 1-bedroom to 3-bedroom units is preferred. All designs must also feature a 1,500 to 2,000 square foot 1st floor commercial space suitable for a new Boyers coffeeshop with a walk-up window.

Maiker has attended a pre-application due-diligence meeting with the County Planning Commission. Comments and applicable information will be shared prior to schematic design start.

Although a detailed vision for the development will be formed with the larger team, **the following items are goals of the project:**

Site-specific Criteria

- Design a mixed-use multifamily development that explores ideas from the surrounding area, the historic schoolhouse brick, and the old coffeehouse interior.
- Residential mix of 1-bedroom to 3-bedroom units.

- Per contract, design is required to include a “1,500 to 2,000 square foot ground floor commercial space suitable for Seller to lease a coffee shop with a walk-up pick-up window” with a front on Washington Street
- Designed to reduce noise pollution due to location’s proximity to the highway.
- Plan for and incorporate County’s parking requirements of 1/1B & 1.5/2B into design.
- Assist Maiker with re-zoning and choice between Mixed-Use or PUD zoning. MU zoning has 35 du/acre max density. PUD has no density limit, however PUD does require 30% open space (with 25% of such being for “active recreation”). See Adams County ordinances.
- Provide bicycle parking spaces equal to 5% of total automobile parking spaces.

General Maiker Criteria

- Design to Enterprise Green Communities criteria.
- Celebrate the diverse community by designing for community interaction and promotes community within the building. This includes creating opportunities for groups to participate in activities, hands-on experiences, community learning, and historical education.
- Incorporate Healthy Living Design Standards & Trauma-incorporated design.
- Implement design that supports an active lifestyle including the incorporation of a fitness center, bicycle storage and a bicycle shop, and open spaces designed for active participation of all age groups.
- Evaluate a location for a community garden or urban agriculture.
- Create a community with a focus on pedestrians and bicyclists.
- Identifying areas for public art to communicate the cultural identity of the community.
- Design with a non-auto-dependent mindset and design to increase a multi-modal community [walk, bike, transit, carpool, work at home].
- Design for recycling and composting in the building by providing disposal shoots that separate trash, recycling and compost materials.
- Consider, analyze, model and evaluate potential net zero energy strategies.
- Consider the ability to utilize the roof area for both amenity space (rooftop deck, garden, fitness center) and/or photovoltaic-ready solar panels.
- Collaborate with the developer, community, and other stakeholders.

III. SPECIFIC SERVICES REQUESTED

Service 1: Develop Conceptual Site Plan for 2.13 Acre Site

Service 2: Perform All Phases of Design Development: Work together with Maiker to develop and oversee Schematic Design, Design Development, Construction Documents and Construction Administration. Maiker envisions a mixed income affordable housing development with amenities that serve the residents of the building that may include special needs populations.

Service 3: Adams County Entitlement Process and Planning Department Review: Assist Maiker and submit to County plans to change zoning to increase density permitted and complete submission for Development Review process through receiving building permits.

Service 4: Internal/External Meetings:

- Attend meetings with Adams County as part of the customary development review process.

- Attend periodic meetings with Maiker to ensure the entitlement process is progressing in a timely manner and plan meets needs and goals of Maiker.
- Ongoing meetings with Maiker staff and its stakeholders to determine programming and feasibility of project.
- Support the value based engineering and cost reduction process.
- Continuous weekly OAC meetings throughout project.

Service 5: Meetings with County Planning Commission:

Selected firm will be required to attend Planning Commission meetings and County meetings to assist the Owner's presentation of the project.

Service 6: Consultant Management and Coordination:

- Selected firm will manage the consultant contracts and coordinate the incorporation of consultant work into the plan sets.
- Proposals should include proposed consultant firms to be used including Civil, MEP, Structural, Landscape and Green build as well as fees for management of these consultants by selected firm.

Service 7: Other Deliverables:

- Maiker requires at least one rendering (with four perspectives) for submission to the Colorado Housing and Finance Authority (CHFA) and other financing institutions.
- Renderings for stakeholder meetings and community engagement.
- Immediately following CD completion, provide individual unit plans (top-view and 3D views of each living floor) in jpeg format to be used by the Developer in marketing the property.

IV. PROJECT SCHEDULE

Estimated development schedule:

August 2023: Selection of Architect

August/September 2023: Conceptual Design of Site

November 2023: Schematic Design

January 2024: Begin Entitlement Process with Adams County

Spring 2024: Engage General Contractor for Pricing and Constructability

Early 3rd Quarter 2024: Finalize Drawings and Complete Entitlement Process

Fall 2024: Apply to CHFA for 4% and State Tax Credits

Spring Quarter 2025: Begin Construction

**RFQ 23-035, NEW AFFORDABLE HOUSING COMMUNITY
PROFILE OF FIRM – Two Pages**

Attachment B

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

This form must be completed by and for each subcontractor.

1. Prime Contractor _____ Subcontractor _____
2. Name of Firm: _____
3. Address: _____
City, State, Zip: _____

4. Please attach a brief biography/resume of the company, including the following information:
 - (a) Year Firm Established,
 - (b) Year Firm Established in Colorado,
 - (c) Former Name and Year Established (if applicable),
 - (d) Name of Parent Company and Date Acquired (if applicable).

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

NAME	TITLE	% OF OWNERSHIP

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

NAME	TITLE

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

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

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

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

☐ Woman-Owned ☐ Woman-Owned ☐ Disabled ☐ Other (Specify):
(MBE) (Caucasian) Veteran
_____% _____% _____% _____%

WMBE Certification Number: _____

Certified by: _____

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

8. Federal Tax ID No.: _____

9. State of Colorado License Type and No.: _____

10. Worker's Compensation Insurance Carrier: _____

Policy No.: _____ Expiration Date: _____

11. General Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

12. Professional Liability Insurance Carrier: _____

Policy No. _____ Expiration Date: _____

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

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

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

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

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

Signature: _____ Date: _____

Printed Name: _____

Phone: _____

Email: _____

RFQ 23-035, NEW AFFORDABLE HOUSING COMMUNITY

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Attachment C

Pursuant to Colorado Revised Statute, §8-17.5-101, *et. seq.*, effective August 7, 2006, as prerequisite to entering into a contract for services with 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.

**Certifications and
Representations
of Offerors**

Non-Construction Contract

RFQ 23-035, NEW AFFORDABLE HOUSING COMMUNITY

ATTACHMENT D

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

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

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

1. Contingent Fee Representation and Agreement

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

(1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

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

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

(a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

☐ Black Americans ☐ Asian Pacific Americans

☐ Hispanic Americans ☐ Asian Indian Americans

☐ Native Americans ☐ Hasidic Jewish Americans

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

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

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

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

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

(1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

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

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

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

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

4. Organizational Conflicts of Interest Certification

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

5. Authorized Negotiators (RFPs only)

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

6. Conflict of Interest

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

7. Offeror's Signature

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

Signature & Date:

Typed or Printed Name:

Title:

ATTACHMENT E

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



- 03201

Instructions to Offerors

Non-Construction

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

(b) The HA may

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

RFQ 23-035, NEW AFFORDABLE HOUSING COMMUNITY
SECTION THREE
ATTACHMENT F

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

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

TYPE OF BUSINESS: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

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

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

For the business entity as applicable:

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

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

☐ List of subcontracted Section 3 business and subcontract amount

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

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

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

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

SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES

Number Of All Contracts Proposed: _____

Name Of Company: _____

Dollar Value Of All Contracts Proposed: _____

Project: _____

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

Goal of These Contracts for Project Area Businesses:

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

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

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

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

COMPANY NAME: _____

ADDRESS: _____

PROJECT: _____

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

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

NOTARIZED

Notary: _____

Date: _____

My Term Expires: _____

Signature: _____ Date: _____

Printed Name: _____

SECTION 3 BUSINESS PREFERENCE CLAUSE

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

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

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES

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

Priority I

Category 1a Business

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

Priority II

Category 1b Business

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

Priority III

Category 2a Business

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

Priority IV

Category 2b Business

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

Priority V

Category 3 Business

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

Priority VI

Category 4a Business

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

Priority VII

Category 4b Business

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

Eligibility for Preference

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

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

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

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

RFQ 23-035, NEW AFFORDABLE HOUSING COMMUNITY
REQUEST FOR INFORMATION
Attachment G

SUBMITTED BY:

Firm: _____ Date: _____
Name: _____
E-Mail: _____

SUBMITTED TO:

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

QUESTION(S):

SIGNATURE: _____

DATE: _____