

# REQUEST FOR PROPOSAL (RFP)

## Architectural Services

**OWNER:**

Community Housing Partners  
3090 S. Jamaica Ct., #100  
Aurora, CO 80014

**PROJECT LOCATION:**

TBA when under contract

**WORK DESCRIPTION:**

Community Housing Partners (“CHP”) (legal name Aurora Housing Corporation) is soliciting proposals from qualified architects to provide design and engineering services related to the development of affordable housing on a vacant site that CHP is planning to go under contract:

- Approximately 4 acres in northwest area of Colfax and Laredo in the City of Aurora, Adams County. This site is currently zoned R-3 in the City of Aurora, allowing up to 25 units per acre. The envisioned program for the site includes constructing up to 99 family units with a mix of two and three-bedrooms.

This is anticipated to be funded using a combination of 4% (non-competitive) Low Income Housing Tax Credits plus the State Housing Tax Credit (February 1, 2019 anticipated submittal), in addition to other local, state, and federal funding sources in 2019.

**PROPOSAL CONTENTS:** Proposals must include the following items:

To differentiate each category in the proposal submittal, each category must be distinguished by headings in Bold, 14 pt. font, for example: **Section 1, Section 2....**

Section	Category
Section 1	<b>HUD Forms:</b> <b>Form HUD-5369-C (8/93), <i>Certifications and Representations of Offerors, Non-Construction Contract</i>:</b> This 2-page Form <i>must</i> be fully completed, executed where provided thereon and submitted under this Section as a part of the proposal submittal.  Proposer must review: <u>HUD-5369-B - <i>Instructions to Offerors, Non-Construction</i></u>
Section 2	<b>Profile of Firm Form:</b> This 2-page Form must be fully completed, executed and submitted under this Section as a part of the proposal submittal.
Section 3	<b>Cost Proposal:</b> Respondents are to include a fee proposal in the substantial form as the sample provided in Attachment B and is to include the names of the proposed consultants. As shown on the sample fee proposal, civil engineering is to be held under the architectural contract.
Section 4	<b>Proposed Services:</b> An outline of the respondent’s understanding of the scope of services to be provided and the major work tasks to be performed.

	<ul style="list-style-type: none"> <li>• Include project time-line (anticipated start date and duration)</li> </ul>
<b>Section 5</b>	<p><b>Qualifications:</b> Respondents are to qualify their capability to undertake this project by including information that addresses:</p> <p>a. Company Approach: Provide information on how the respondent's company approaches a project similar to the work contemplated in this RFP and how that approach would bring value and satisfaction to CHP.</p> <p>b. Company Relevant Experience: Provide a list of projects similar in scope and execution to the work contemplated in this RFP which the respondent has completed successfully in the past five years.</p> <p>c. Company References: Provide at least three professional references including the person's title, address and phone number.</p> <p>d. Key Personnel Qualifications: Provide the resume or written qualifications of the personnel that will be working on the project and their respective roles.</p>
<b>Section 6</b>	<p><b>Equal Employment Opportunity:</b> The proposer must submit under this Section, a copy of its Equal Opportunity Employment Policy.</p>
<b>Section 7</b>	<p><b>Insurance:</b> Contractors must obtain the minimum insurance requirements - including workers' compensation insurance and automobile insurance - and show evidence of such coverage before a contract will be executed.</p> <p><b>Worker's Compensation Insurance:</b> A selected contractor who employs any person shall maintain workers' compensation insurance in accordance with state requirements. Sole proprietors with no employees are not required to carry Worker's Compensation Insurance. (<i>Worker's Compensation Insurance cannot be waived for any person who employs others.</i>)</p> <p><b>AUTOMOBILE LIABILITY INSURANCE:</b> Business Auto Policies are required to have coverage for "Any Auto" or "Owned, Non-Owned and Hired Automobile" with the following minimum limits of liability:</p> <ul style="list-style-type: none"> <li>• Bodily Injury and Property \$1,000,000 each Accident</li> <li>• Damage; including Combined Single Limit</li> <li>• Owned, Hired and Non-Owned Autos</li> </ul> <p>For a Personal Auto Policy (PAP) the following <u>minimum</u> limits are required:</p> <ul style="list-style-type: none"> <li>• Bodily Injury \$100,000 each Person</li> <li>• Bodily Injury \$300,000 each Accident</li> <li>• Property Damage \$100,000</li> </ul> <p>On a Personal Auto Policy, a Business Use endorsement is required.</p>
<b>Section 8</b>	<p><b>Subcontractor/Joint Venture Information (Optional Item):</b> The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding Sections must also be included for any major subcontractors (10% or more) or from any joint venture.</p>

<b>Section 9</b>	<p><b>Section 3 Business Preference Documentation:</b> For any proposer claiming a Section 3 Business Preference, he/she shall under this Section include the fully completed and executed <u>Section 3 Business Preference Certification</u> Form and any documentation required by that form.</p> <ul style="list-style-type: none"> <li>• Statement of whether or not new employees will be hired to work on this project (Section 3 regulations must be followed when recruiting new employees. See below.)</li> </ul>
<b>Section 10</b>	<p><b>Other Information (Optional Item):</b> The proposer may include hereunder any other general information that the proposer believes is appropriate to assist CHP in its evaluation.</p>

CHP is a 501(c)3 and is exempt from sales and use taxes. Bidders may eliminate these taxes from the cost of supplies and materials included in their bids, if they will be purchased in Colorado. Only supplies and materials purchased specifically for the CHP project are eligible for the tax exemptions. CHP will provide a copy of its tax exemption certificate.

CHP only contracts with vendors that are qualified to perform the work at the sole discretion of CHP.

CHP is not responsible for any costs or fees associated with the preparation of the response to this Request for Proposal.

CHP reserves the right not to award a contract to any firm or person with a history of poor performance on projects performed for CHP at the sole opinion and discretion of CHP.

CHP will not contract with any firm or person that is listed on federal debarment lists.

References will be checked on the top bidders. CHP reserves the right not to award a contract to anyone whose references are less than satisfactory at the sole discretion of CHP.

**General Provisions and Disclaimer**

This RFP is not a commitment or contract of any kind. CHP reserves the right to pursue any and/or all ideas generated by this request. Costs for developing submissions are entirely the responsibility of the submitting applicants and shall not be reimbursed. CHP reserves the right to reject any and all submissions, or any part thereof. CHP reserves the right to waive any requirements of this RFP if it determines that waiving a requirement is in the best interest of CHP.

**General Provisions Regarding Public Nature of Submissions**

Government Code Section 6250 et. seq., the Public Records Act, defines a public record as any writing containing information relating to the conduct of the public’s business prepared, owned, used, or retained by any state or local agency regardless of physical form or characteristics. The Public Record Act provides that public records shall be disclosed upon request and that any citizen has a right to inspect any public record, unless the document is exempted from disclosure.

**Submitting Developer’s Rights regarding Confidentiality of Submissions**

CHP cannot represent or guarantee that any information submitted in response to the RFP will be confidential. If CHP receives a request for any document submitted in response to this RFP, it will not assert any privileges that may exist on behalf of the person or business submitting the proposal. If a proposer believes that a portion of its proposal is confidential and notifies CHP of such in writing, CHP may, as a courtesy, attempt to notify the submitting developer of any request for the proposal. However, it would be the sole responsibility of that developer to assert any applicable privileges or reasons why the document should not be produced, and obtain a court order prohibiting disclosure. The submitting developer understands that CHP is not responsible under any circumstance for any harm caused by production of a confidential submission, and by its submission expressly waives any such claim against CHP.

### **CHP's Rights Regarding Confidentiality of Submissions**

To the extent consistent with applicable provisions of the Public Records Act and applicable case law interpreting those provisions, CHP and/or its officers, agents and employees retain the discretion to release or to withhold disclosure of any information submitted in response to this RFP.

### **SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968**

This contract is subject to the regulations of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing. 24 CFR Part 135 establishes the standards and procedures to be followed to ensure that the objectives of Section 3 are met.

CHP shall direct its best efforts to provide, to the greatest extent feasible, employment opportunities to Section 3 residents. Section 3 residents are generally defined as:

1. A public housing resident; or
2. An individual who resides in the metropolitan area or non-metropolitan County in which the Section 3 covered assistance is expended, and who is:
  - a. A low-income person, means families (including single persons) whose incomes do not exceed 80% of the median income for the area;
  - b. A very low-income person means families (including single persons) whose incomes do not exceed 50% of the median income of the area.
  - c. A person seeking the training and employment preference provided by Section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

In housing and community development programs, priority consideration shall be given, where feasible, to:

- i. Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located;
- ii. Participants in HUD Youthbuild programs;

iii. Other Section 3 residents

Nothing in 24 CFR Part 135 shall be construed to require the employment of Section 3 residents who do not meet the qualifications of the position to be filled.

**OTHER REQUIREMENTS**

Conflict of Interest:

In the sole judgment of CHP, any and all proposals are subject to disqualification on the basis of a conflict of interest. CHP may not contract with a vendor if the vendor or an employee, officer or director of the vendor's firm, or any immediate family member of the preceding, has served as an elected official, employee, board or commission member of CHP who influences the making of the contract.

Furthermore, CHP, at its sole option, may disqualify any proposal on the basis of such a conflict of interest. **Please identify any person associated with the firm that has a potential conflict of interest.**

**CONTRACT REQUIREMENTS:**

- The successful bidder will enter into a contract with CHP. Contractors are responsible for compliance with the CHP contract and all applicable local and federal regulations by themselves and by their sub-contractors.
- Contractors must obtain the appropriate insurance requirements, including workers' compensation insurance and show evidence of such coverage before a contract will be executed.

**SELECTION CRITERIA**

A point system will be used for this evaluation. The reviewer will review and score proposals on a 100-point scale, using the following assigned weights:

**Experience and References (35 points)**

**Value of Cost (30 points)**

**Overall Quality of Response (30 points)**

**MBE/WBE/Section 3 Certification (5 points)**

---

**PROPOSAL SUBMITTAL:**

ALL PROPOSALS MUST BE RECEIVED IN WRITING BY

**Monday, April 9, 2018  
By 5:00 PM, Mountain Daylight Time**

Three (3) copies of the Proposal (one of which must be unbound) are to be submitted by mail or hand delivery in a sealed envelope to:

Community Housing Partners  
ATTN: Signy Mikita  
3090 S. Jamaica Ct., #100  
Aurora, CO, 80014

or by email to:  
[signy@ch-partners.org](mailto:signy@ch-partners.org)

Questions regarding the RFP or scope of work must be submitted by **5:00 P.M. MST on Friday, March 23, 2018**. A list of questions received and their answers will be provided on the CHP website. Submit questions to: [signy@ch-partners.org](mailto:signy@ch-partners.org) and place "Architectural Services RFP" in the subject line.

<b>IMPORTANT DATES</b>	<b><u>Date</u></b>	<b><u>Time</u></b>
RFP Issued:	Wednesday, March 14, 2018	N/A
Questions Due, submitted in writing to <a href="mailto:signy@ch-partners.org">signy@ch-partners.org</a>	Friday, March 23, 2018	5:00 p.m. MDT
Questions Responded, on website:	Monday, March 26, 2018	5:00 pm MDT
Proposals Due:	Monday, April 9, 2018	5:00 p.m. MDT
Top finalists interviews	April 11-13, 2018	TBD
Selection of successful applicant:	Tuesday, April 24, 2018 at CHP Board meeting	By 6:00 pm MDT
Negotiation, Execution, and Commencement of Contract:	By Tuesday, May 8, 2018	

# Instructions to Offerors Non-Construction

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



- 03291 -

## 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:]

Proposal preparation instructions are as stated in the RFP to which this form is attached.



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

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

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

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

**1. Contingent Fee Representation and Agreement**

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

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

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

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

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

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

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

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

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

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

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

(Check the block applicable to you)

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:

---

**PROFILE OF FIRM FORM**

1. Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

2. Street Address, City, State, Zip: \_\_\_\_\_

3. Identify Principals/Partners in Firm:

NAME	TITLE	% OF OWNERSHIP

4. Identify the individual(s) that will act as project manager and any other supervisory personnel:

NAME	TITLE

5. Respondent 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-Owned\* \_\_\_\_\_%     
  African American \_\_\_\_\_%     
  Native American \_\_\_\_\_%     
  Hispanic American \_\_\_\_\_%     
  Asian/Pacific American \_\_\_\_\_%     
  Hasidic Jew \_\_\_\_\_%     
  Asian/Indian American\ \_\_\_\_\_%

- Woman-Owned (MBE) \_\_\_\_\_%     
  Woman-Owned (Caucasian) \_\_\_\_\_%     
  Disabled Veteran \_\_\_\_\_%     
  Other (Specify): \_\_\_\_\_%

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

WMBE Certification Number: \_\_\_\_\_

Certified by (Agency): \_\_\_\_\_

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

6. Federal Tax ID No.: \_\_\_\_\_

7. Colorado Business License No.: \_\_\_\_\_

8. Dun & Bradstreet (DUNS) 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 out the State of Colorado? Yes  No

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Company

SECTION 3 OF THE HOUSING AND URBAN DEVELOPMENT ACT OF 1968

SECTION 3 CERTIFICATION

This contract contemplated by the RFP is subject to the regulations of Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing federal, state, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing. 24 CFR Part 135 establishes the standards and procedures to be followed to ensure that the objectives of Section 3 are met.

Community Housing Partners shall direct its best efforts to provide, to the greatest extent feasible, employment opportunities to Section 3 residents. Section 3 residents are generally defined as:

1. A public housing resident; or
2. An individual who resides in the metropolitan area or non-metropolitan County in which the Section 3 covered assistance is expended, and who is:
  - a. a low-income person, means families (including single persons) whose incomes do not exceed 80 percent of the median income for the area;
  - b. a very low-income person means families (including single persons) whose incomes do not exceed 50 percent of the median income of the area; and/or
  - c. a person seeking the training and employment preference provided by Section 3 bears the responsibility of providing evidence (if requested) that the person is eligible for the preference.

In housing and community development programs, priority consideration shall be given, where feasible, to:

- a. Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located;
- b. participants in HUD Youthbuild programs; and/or
- c. other Section 3 residents

Nothing in 24 CFR Part 135 shall be construed to require the employment of a Section 3 resident who does not meet the qualifications of the position to be filled.

Current income limits for FY 2017 Denver-Aurora-Broomfield CO MSA are listed below:

Median Income		1 person	2 person	3 person	4 person	5 person	6 person	7 person	8 person
	30% AMI	17,650	20,150	22,650	25,150	28,780	32,960	37,140	41,320
\$79,900	50% AMI	29,400	33,600	37,800	41,950	45,350	48,700	52,050	55,400
	80% AMI	47,000	53,700	60,400	67,100	72,500	77,850	83,250	88,600

Is respondent claiming a Section 3 business preference?

\_\_\_\_ Yes

\_\_\_\_ No

\_\_\_\_\_  
Respondent's Printed Name

\_\_\_\_\_  
Respondent's Signature

\_\_\_\_\_  
Date

ATTACHMENT B

Name of Firm / Discipline	Schematic Design Phase Fee	Site Plan / DRC Fee	Design Development Phase Fee	Construction Document Phase Fee	Construction Administration Fee	Reimbursable Expenses	Total Fee
[architect] Prime Consultant	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[MEP engineer] MEP Consultant	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[structural engineer] Structural Consultant	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[civil engineer] Civil Consultant	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[landscape designer] Landscape Consultant	\$0	\$0	\$0	\$0	\$0	\$0	\$0
[other]	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>TOTALS</b>	\$0	\$0	\$0	\$0	\$0	\$0	\$0