CITY OF COLORADO SPRINGS

HOUSING DEVELOPMENT DIVISION
Request for Quotation (RFQ) for Rehabilitation Construction Contract

To Prospective Respondents:

You are invited to submit a quote for the rehabilitation of the property listed below, as called for in the Work Description (attached), General Specifications Manual (available online or at our office) and the Agreement between the Owner and the Contractor.

The improvements are to be made for and under contract with the Owner of the property.

Disbursements of funds for the improvements will be approved by the Owner and a representative of the City's Housing Development Division.

All General Contractors interested in submitting an RFQ MUST attend the mandatory walk-through and sign the sign-in sheet. The walk-through is NOT mandatory for sub-contractors or suppliers.

Please read all of the information in this package. Directions to submit a complete RFQ are included.

WALK THROUGH: 5/7/14 @ 12:00 PM

LOCATION:

Homeowner/Tenant:Dorothy Barkley

Address: 312 E Missouri Ave 80817

LEAD-BASED PAINT STATUS: Positive ☐ Negative ☐ Not Applicable ☒
Report(s) available online (attached to work description) or copies available upon request.

ASBESTOS SAMPLING: Positive ☐ Negative ☒ Not Applicable ☐
Report available online (attached to work description) or copies available upon request.

FILE NO. 14-006EL **QUOTE DUE: 5/15/14 @ 3:00 PM**

Quote number and date for submission of offers must be clearly marked on the outside of the envelope in the lower left hand corner:

File No. _____

Due Date & Time _____

Company _____

RFQS MUST BE SUBMITTED IN A SEALED ENVELOPE AND MAY BE MAILED OR DROPPED OFF TO:

CITY OF COLORADO SPRINGS
HOUSING DEVELOPMENT DIVISION
702 EAST BOULDER STREET
COLORADO SPRINGS, CO 80903
PHONE 719-385-5912 FAX 719-632-0791

Please make a copy of each of these documents for your files before returning them to our office. The selected contractor will be contacted by the assigned Redevelopment Specialist.

FOR QUESTIONS CONTACT THE ASSIGNED REDEVELOPMENT SPECIALIST:

Redevelopment Specialist: **Steve Posey**

RS Phone: **719-385-6880** RS Email: **RPosey@springsgov.com**

REQUIREMENTS FOR RFQ SUBMITTAL

A complete RFQ package MUST include the following:

- ☐ A copy of current General Contractor's license (C or better)
- ☐ A copy of the completion of a HUD-EPA approved Lead Safe Renovation, Repair and Painting course. *ONLY applicable for projects where the lead-based paint status is POSITIVE (see page 1)*
- ☐ A copy of your Certificate of General Liability Insurance
- ☐ A copy of Workman's Compensation Insurance, if you have employees
- ☐ Each section of this document completed and signed
- ☐ Work Description with quotes for each line item

An official authorized to bind the respondent to the RFQ provisions must sign the proposal.

Equal Housing Opportunity
The City of Colorado Springs Supports Fair Housing

We are pledged to the letter and spirit of our policy for the achievement of equal housing opportunity throughout the Nation. We encourage and support an affirmative advertising and marketing program in which there are no barriers to obtaining housing because of race, color, creed, ancestry, sexual orientation (includes transgender status), marital status, religion, national origin, sex familial status or handicap.

SELECTION CRITERIA

The City of Colorado Springs intends to award a contract resulting from this solicitation to the most responsive, responsible, respondent, whose offer conforming to the solicitation will be most advantageous to and in the best interest of the City of Colorado Springs and the client. The following criteria, listed in order of importance, will be used in the BEST VALUE evaluation of proposals.

1. Cost Proposal
2. Days to Completion
3. Labor Warranty (exceeding the 1 year labor warranty requirement)
4. New Contractor
5. Minority/Female Owned Business
6. Section 3 Business (proof required at time of award)
7. Past Performance (points deducted for poor performance related to customer satisfaction, subcontractor oversight, site management, quality of work, lead based paint clearance failure, building permits, contract time)

- The City and the client reserve the right to reject any or all quotes and to waive formalities and/or irregularities in the quote offer.
- It is the City's and the client's intent to award this quote based on the **TOTAL QUOTE FOR ALL ITEMS**. **Split awards will not be made**.
- The City and/or client reserve the right to negotiate with the respondent to bring the quote amount in line with the funds available.
- Within 30 days of the Notice of Award for the project, the successful bidder is required to obtain certification as a Medicaid Home Modification Provider. If for any reason the awarded contractor is unable to obtain certification, the bid award may be withdrawn and the project awarded to another respondent, or rebid entirely.
- A contractor is limited to a maximum of four (4) projects at any time. Emergency Repair and Lights and Locks for Seniors are not included in the project maximum. If a contractor has four (4) projects in process, he/she may not submit a quote for a new project unless at least one (1) of the four (4) projects receives a final inspection, with no deficiencies, prior to the time the quotes are due for a new project.

PERIOD OF ACCEPTANCE

The respondent agrees that the quote offer shall remain open for acceptance by the City for a period of sixty (60) calendar days from the date specified in the solicitation for receipt of quotes.

NOTICE OF AWARD & NOTICE TO PROCEED

Within (1) week of the bid opening, the Housing Division will post on its website a summary of the bid results along with a Notice of Award for each project. It is the responsibility of the bidders to consult the website for this information and to file comments or a protest regarding the bid process and the Notice of Award within 72 hours of the information being made available. Protests must be made in writing and directed to the Redevelopment Specialist assigned to the project.

Work may not start for any awarded contract until the Rehabilitation Construction Contract is signed by the Owner or Tenant and the contractor. The signed contract will serve as the Notice to Proceed.

AMENDMENTS TO THE SOLICITATION

Amendments are also referred to as addendum or addenda, and these terms shall be considered synonymous. Any changes to the RFQ documents made prior to the quote opening will be in the form of an addendum.

1. If this solicitation is amended, then all specifications, terms and conditions that are not amended remain unchanged.
2. Respondents shall acknowledge receipt of any amendment to this solicitation by identifying the amendment number and date in the space provided for this purpose on the form for submitting a quote offer.

QUALITY OF WORK, PROFESSIONALISM, CONTRACT TIME & QUOTE POLICY

QUOTE POLICY: If a contractor fails to honor a quote and proposal, the contractor will receive a verbal and written warning.

If a contractor fails to honor a second quote and proposal within one (1) year of the first quote withdrawal, the contractor may be suspended from the program for a period up to one (1) year.

CONTRACT TIME POLICY: If a contractor fails to complete a project within the contract period, the contractor will receive a verbal and written warning and no quotes for additional projects will be accepted from him/her until that job is completed. The completion date will be established by the original contract documents and properly executed change order. Extensions of contract time will be approved only as outlined by the contract documents, and for the reasons described therein.

In addition, if a contractor's performance consistently reflects a disregard for contract start and/or completion dates, as determined by the Housing Development Division, he/she may be suspended from the program for a period up to one (1) year.

QUALITY OF WORK AND PROFESSIONALISM: If customer feedback reflects a contractor's constant disregard for or lack of professionalism or if there is a noticeable disregard for quality of work, the contractor may be suspended from providing services for the Housing Development Division for a period of one (1) year.

CONTRACT TIME AND QUOTE POLICY

QUOTE POLICY: If a contractor fails to honor a quote and proposal, the contractor will receive a verbal and written warning.

If a contractor fails to honor a second quote and proposal within one (1) year of the first quote withdrawal, the contractor may be suspended from the program for a period up to one (1) year.

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In addition, if a contractor's performance consistently reflects a disregard for contract start and/or completion dates, as determined by the Housing Development Division, he/she may be suspended from the program for a period up to one (1) year.

MINIMUM INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all contractors and consultants unless otherwise specified in the Housing Development Division RFQ solicitation package, Special Provisions or Standard Specifications:

1. Workers' Compensation and Employers Liability as required by statute. Employers Liability coverage is to be carried for a minimum limit of $100,000.
2. Automobile Liability for limits not less than $500,000 combined single limit for bodily injury and property damage for each occurrence. Coverage shall include owned, non-owned and hired automobiles.
3. Commercial General Liability for limits not less than $1,000,000 combined single limit for bodily injury and property damage for each occurrence and not less than $2,000,000 aggregate. Coverage shall include premises and operations liability, blanket contractual, broad form property damage, products and completed operations and personal injury endorsements.
4. Certificates of Insurance must be submitted before commencing the work and provide a 30-day notice prior to any cancellation.
1. All coverage furnished by contractor is primary, and that any insurance held by the City of Colorado Springs is excess and non-contributory.
2.

CITY: HELD HARMLESS

Respondent understands and agrees that upon signing the Rehabilitation Construction Contract that it shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability resulting from, arising out of, or in connection with respondent's negligence in performing its obligations or actions under the Rehabilitation Construction Contract.

APPLICABLE LAWS AND REGULATIONS

Each respondent will be assumed to be familiar with all state and local laws, charter provisions, codes, ordinances and regulations which might in any manner affect the work to be done or those to be employed in or about the work. No plea of misunderstanding or ignorance on the part of any successful respondent will in any way excuse such respondent of full compliance with such law, charter provision, code, ordinances and regulations. All improvements requested must be permitted as per the Regional Building Department, Colorado Springs Utilities, the City of Colorado Springs or other permitting agency.

Contractors that are found to have completed work without the required permit(s) will receive a verbal and written warning and the permitting agency will be notified.

If a contractor fails to obtain a required permit(s) a second time, the contractor will be immediately suspended from providing services for the Housing Development Division for a minimum period of one (1) year.

If a contractor fails to obtain a required permit(s) a third time, the contractor will be permanently

suspended from providing services to the Housing Development Division and will be placed on the debarment list.

ILLEGAL ALIENS - PUBLIC CONTRACTS FOR SERVICES

Illegal Aliens - Public Contracts for Services - Compliance with Title 8, Article 17.5, Colorado Revised Statutes:

The Contractor acknowledges, understands and agrees that:

a.) In the performance of any work or the provision of any services by the Contractor under this Contract, the Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract; or

b.) Enter into a contract with any subcontractor that fails to certify to the contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract or under the subcontract to this contract;

c.) The contractor has verified or attempted to verify through participation in the basic pilot program that the contractor does not employ any illegal aliens and, if the contractor is not accepted into the basic pilot program prior to entering into a public contract for services, that the contractor shall apply to participate in the basic pilot program every three months until the contractor is accepted or the public contract for services has been completed, whichever is earlier. This provision shall not be required or effective in this Contract if the basic pilot program is discontinued. Basic pilot program" means the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States department of homeland security.

d.) The contractor is expressly prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while this Contract and any services under this Contract are being performed.

e.) If the contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall:

1. Notify the subcontractor and the City within three days that the contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
2. Terminate the subcontract with the subcontractor if within three days of receiving the notice the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
3. The Contractor shall comply with any reasonable request made by the Department of Labor and Employment during the course of an investigation that the department may be undertaking pursuant to the authority established in Section 8-17.5-102 C.R.S.
4. If the contractor violates or fails to comply with any provision of C.R.S. 8-17-101 et seq, the City may terminate this Contract for breach of contract. If this contract is so terminated, the Contractor shall be liable for any actual and consequential damages to the City.

CONTRACTOR INFORMATION

Company Name	Owner(s)
Address	City, State & Zip
Phone	Email Address
Cellular Phone	Fax

Federal Tax ID # or Owner's Social Security # _____ DUNS #_____

Are you a minority owned business? ☐ Yes ☐ No If yes, describe _____

Are you a woman owned business (51% or more)? ☐ Yes ☐ No

This Company is: ☐ Corporation ☐ Individual ☐ Partnership ☐ LLC

As of April 2010, per the U.S. Department of Housing and Urban Development's (HUD) Lead Safe Housing Rule – 24 CFR Part 35, HUD and EPA require contractors and workers renovating houses built prior to 1978 to be trained/certified in Lead Safe Renovations, Repair and Painting. Do you and your workers have your certifications? ☐ Yes ☐ No

QUOTE FORM

The undersigned hereby proposes to furnish all labor and materials and to perform all the work required for the complete and prompt execution of all items described or shown in or reasonably implied from the RFQ documents, including the Work Description and General Specifications Manual for the general, mechanical and electrical work, for the following total sum, which includes all state and local taxes, permitting fees and other costs normally payable in respect of such work.

AMENDMENTS: If applicable, respondent hereby acknowledges receipt of the following Amendments and that he/she is bound by all Amendments identified herein.

Amendment #1 _____ Dated _____
Amendment #2 _____ Dated _____
Amendment #3 _____ Dated _____

TOTAL QUOTE $ _____ FILE NO:

TOTAL QUOTE _____ DOLLARS

WORK TO BE COMPLETED IN _____ CALENDAR DAYS

WARRANTY PERIOD _____ (The Housing Development Division requires a 1 year labor and materials warranty.)

_____ **(Initial)** The contractor hereby certifies that this company is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from bidding/proposing on <u>any</u> federal, state, county or municipal Invitations for Bids, Requests for Quotations or Requests for Proposals.

If awarded the contract, the undersigned hereby agrees to sign said Contract and to begin work within **thirty (30) days** from the signing of the Rehabilitation Construction Contract.

HB 1023 Affidavit: I swear or affirm under the penalty of the laws of the State of Colorado that: I am a United States citizen; or I am a Permanent Resident of the United States; or, I am lawfully present in the United States pursuant to Federal law. This sworn statement is required by law because I have applied for a public benefit. State law requires me to provide proof that I am lawfully present in the United States prior to receipt of this public benefit. I further acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under Colorado Revised Statute 18-8-503 and it shall constitute a separate criminal offense each time a public benefit is received.

THE CONTRACTOR hereby Certifies that at the time of this certification, the 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 in order to verify that the Contractor does not employ any illegal aliens. "Basic pilot program" means the basic pilot employment verification program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security.

The undersigned certifies and agrees to carry and maintain the insurance requirements listed under Minimum Insurance Requirements throughout the contract Period of Performance.

The undersigned acknowledges and understands the Contract Time and Quote Policy.

The undersigned acknowledges and understands the terms, conditions, Specifications and all Requirements contained and/or referenced and is legally authorized by the respondent to make the above quote statements or representations.

_____ _____
Signature Date

_____ _____
Printed Name Company Name

CERTIFICATION OF COMPLIANCE WITH EQUAL OPPORTUNITY CLAUSE

Affirmative Action Statement regarding employer-employee relationships

This Certification of Compliance applies to the Contractor's policy towards achieving the objectives of Executive Orders 11246 and 11625 and other applicable Federal laws related to employer/employee relationships while bidding and contracting on projects made available through the City of Colorado Springs, Housing Development Division.

STATEMENT OF POLICY

It is the established policy of the _____ (Company Name) that recruitment, compensation, benefits, promotions, transfers, termination's, demotions, lay-off, recall from lay-off, and discipline are administered without regard to race, color, religion, national origin, sex or age, except where sex or age is a bona fide occupation.

At the present time the make-up of our company consists of the following personnel:

_____

_____

_____

_____

If we need to expand our personnel in the future, we will make a good-faith effort to recruit trainees and prospective employees from the minority segment of our population.

In the event subcontractors are used, we will actively solicit bids from subcontractors from available minority subcontractors.

_____	_____
Signature	Date
_____	_____
Printed Name	Company Name

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, ancestry, religion, national origin, creed, religion, sex, disability, familial status, marital status, sexual orientation or gender identity. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

3. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or worker's representative of the contractor's commitments under Section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

6. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

7. The contractor will include the provision of Paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for non-compliance: provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

CITY OF COLORADO SPRINGS

Housing Development Division
702 E. Boulder Street, Colorado Springs, CO 80903
Phone: 719.385.5912 Fax: 719.632.0791

Section 3 Certification
With 2010 Income Limits

Contractor name _____ File No _____

It is the policy of the Congress and the purpose of the Federal Section 3 policy to ensure that the employment and other economic opportunities generated by federal financial assistance for housing and community development programs shall, to the greatest extent feasible, be directed toward low and very low income persons, particularly those who are the recipients of government assistance for housing.

Does your business qualify as a Section 3 business (see below)? ☐ Yes ☐ No

To qualify as a Section 3 business, you must meet ***one or more*** of the following three criteria (please check all that apply as per 24 CFR, Subchapter B, Part 135.5):

☐ Is owned (51% or more) by Section 3 residents* (defined below)

☐ At least 30 percent of the full-time, permanent workforce are currently Section 3 residents* or were Section 3 eligible residents within 3 years of the date of first employment with the business.

☐ Provide evidence of a commitment to subcontract 25 percent of the dollar amount awarded to qualified Section 3 businesses.

** Section 3 residents are persons who either live in public housing or meet the following 2010 income qualifications:*

Family size	Annual income	Family size	Annual income
1	$39,100	5	$60,350
2	$44,700	6	$64,800
3	$50,300	7	$69,300
4	$55,850	8	$73,750

I certify that the above information is accurate, and agree to provide records upon request for verification of my eligibility as a Section 3 business.

_____ _____
Signature Date

_____ _____
Printed Name Company Name

Updated 4/17/13

§ 135.38 Section 3 Clause

All section 3 contracts shall include the following clause (referred to as the Section 3 clause):

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 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 a 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 (1) 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 Enterprises. 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).