



**ROCKY MOUNTAIN
COMMUNITY LAND TRUST**



RMCLT & PIH ARE COMMITTED PARTNERS IN THE COMMUNITY'S EFFORT TO ENSURE QUALITY AFFORDABLE HOUSING

REQUEST FOR PROPOSALS (RFP) FOR THE CONSTRUCTION OF TRAILSIDE MANOR APARTMENTS IN THE CITY OF FOUNTAIN, COLORADO



**SEALED BIDS DEADLINE
FRIDAY, AUGUST 24, 2018 AT 12:00PM**

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CONTRACTOR/SUBCONTRACTOR CERTIFICATIONS

Grantee must require that prospective bidders complete and incorporate the following certifications as part of their bid submittal package.

1. EQUAL EMPLOYMENT OPPORTUNITY - EXECUTIVE ORDER 11246
2. SECTION 3 & SEGREGATED FACILITIES CERTIFICATION
3. NONCOLLUSION AFFIDAVIT OF PRIME CONTRACTOR

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such a report is submitted.

CERTIFICATION BY BIDDER

NAME AND ADDRESS OF BIDDER (Include ZIP Code)

1. Bidder has participated in a previous contract or subcontractor subject to the Equal Opportunity Clause.
_____ Yes _____ No

2. Compliance reports were required to be completed in connection with such contract or subcontract.
_____ Yes _____ No

3. Bidder has filled all compliance reports due under applicable instructions.
_____ Yes _____ No

4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended.
_____ Yes _____ No

NAME AND TITLE OF SIGNER (Please type)

SIGNATURE

DATE

**CERTIFICATION OF CONTRACTOR REGARDING
SECTION 3 AND SEGREGATED FACILITIES**

Name of Contractor or Sub-Contractor

Project Name and Number

The undersigned hereby certifies that:

- (a) Section 3 provisions are included in the Contract if this is a Section 3 project.
- (b) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

Name and Title of Signer (Type of Print)

Signature

Date

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____) ss.

_____ being first duly sworn, deposes and says that:

- (1) He is _____ of _____
_____, the Bidder that has submitted the attached Bid;
- (2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affined, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the (Local Public Agency) or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including is affined.

(Signed) _____

Title _____

Subscribed and sworn to me this

_____ day of _____, 19_____

By: _____
Notary Public

My Commission expires: _____

SECTION 3

THIS PROJECT IS IN WHOLE OR IN PART FEDERALLY FUNDED AND THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ADHERE TO SECTION 3 PROVISIONS

DOLA will monitor compliance with such provisions and standards for the Trailside Affordable Housing Project. The successful bidder will be required to complete the following forms in order to comply. Should you have any questions concerning Section 3 or the forms to be submitted, please feel free to contact the Contracting Officer.

SECTION 3 BUSINESS SELF-CERTIFICATION (1 page)

This form is to be completed by the contractor if applicable and **submitted as a part of the bid package**. The bidder completes this form to qualify as a Section 3 business concern.

SECTION 3 BUSINESS CERTIFICATION

Project Name: _____

Contractor Name: _____

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, economic 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? _____ 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 *)
- _____ Employs in permanent, full-time positions, at least 30% persons whom are currently Section 3 residents OR whom were Section 3 residents within three years of the date of first employment with the business
- _____ Provides evidence of a commitment to subcontract in excess of 25% of the dollar award of all subcontracts to be awarded to businesses that meet one of the above definitions.

* Section 3 residents are persons who either live in public housing or are at or below the following income qualifications (available from your Project Monitor or at HUD.GOV):
https://www.huduser.gov/portal/datasets/il/il16/index_il2016.html

COUNTY	Type of Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
	Moderate Income								

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

Title

Name (printed)

Date

SECTION 3 RESIDENT CERTIFICATION

Project Name _____

Contract Number _____

I qualify as a Section 3 resident because:

- I reside within the _____ and _____ County **and** my income is under 80% of area median income according to the income scale provided.
- I am NOT a Section 3 Resident.

Company Name (print) _____

Employee Name (print) _____

Signature _____ Date _____

_____ County 80% of Median Income by Family Size (Income Limits available at HUD.GOV:

http://www.huduser.org/portal/datasets/il/il2013/select_Geography.odn)

COUNTY	Type of Household	1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
<u>NAME</u> County	Moderate Income								

CIVIL RIGHTS CERTIFICATIONS

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, agrees to abide by the: **Civil Rights Act of 1964, Title VI**, as amended, that provides no person on the basis of Race, Color, or National Origin shall be excluded from participation, denied program benefits, or subjected to discrimination.

And, Civil Rights Act of 1968, Title VIII, as amended, will not discriminate in housing on the basis of Race, Color, Religion, Sex, or National Origin.

And, Rehabilitation Act of 1973, Section 504, as amended, that no otherwise qualified individual shall solely by reason of his or her handicap be excluded from participation and/or employment, denied program benefits, subjected to discrimination under any program receiving federal funds;

And, Housing and Community Development Act of 1974, Section 109, as amended, that no person shall be excluded from participation (including employment), denied program benefits, or subjected to discrimination on the basis of Race, Color, National Origin, Sex, Age, and Handicap under any program or activity funded in whole or part under Title I (CDBG) of the Act. **And, Age Discrimination Act of 1975**, as amended, that no person shall be excluded from participation denied program benefits or subjected to discrimination on the basis of age under any program or activity receiving federal funds.

And, Americans with Disabilities Act of 1990, as amended, that there shall be no employment discrimination against "qualified individuals with disabilities."

And, Executive Order 11063, that no person shall, on the basis of race, color, religion, sex, or national origin be discriminated against in housing and related facilities provided with federal assistance, or lending practices with respect to residential property when such practices are connected with loans insured or guaranteed by the federal government.

And, Executive Order 11246, as amended, that no person shall be discriminated against, on the basis of race, color, religion, sex, or national origin, in any Owners of employment during the performance of federal or federally assisted construction contracts in excess of \$10,000.

EQUAL EMPLOYMENT OPPORTUNITY

During the performance of the contract, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, creed, sex, color, national origin, familial status, religious affiliation or handicap. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, sex, color, national origin, familial status, religious affiliation or handicap. 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 GRANTEE setting forth the provisions of this non-discrimination clause.
2. The CONTRACTOR will, in all solicitation or advertisements for employees placed by or on behalf of the CONTRACTOR for the GRANTEE, state that all qualified applicants will receive consideration for employment without regard to race, creed, sex, color, national origin, familial status, religious affiliation or handicap. 3. The CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.
- 3.. 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 GRANTEE's Department of Housing and/or Community Development and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

4. In the event of the CONTRACTOR's non-compliance with any provision of this contract or with any of such rules, regulations or orders, this Agreement 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.
5. The CONTRACTOR will include the provisions of the subparagraphs 12 (a) through (f) 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 provision will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as the GRANTEE's Department of Housing and/or Community Development may direct 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 by the GRANTEE's Department of Housing and/or Community Development, the CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS
SECTION 503
(if contract \$25,000 or over)

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The CONTRACTOR agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
2. The CONTRACTOR agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act. 3. In the event of the CONTRACTOR's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.
3. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the CONTRACTOR's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
4. The CONTRACTOR will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the CONTRACTOR is bound by the terms of Section 503 of Rehabilitation Act of 1973 and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.
5. The CONTRACTOR will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to Section 503 of the Act, so that such provisions will be binding upon each subcontractor with respect to any subcontract or purchase order as the Director of the Office of Federal contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

ACCESS TO RECORDS AND RECORDS RETENTION

The undersigned certifies, to the best of his or her knowledge and belief that:

1. The individual, sole proprietor, partnership, corporation, and/or association agrees to permit Colorado Springs/Fountain, El Paso Country, State of Colorado Department of Local Affairs (DOLA), U. S. Department of Housing and Urban Development (HUD), and the Office of the Inspector General and/or their designated representatives to have access to all records for review, monitoring, and audit during normal working hours.
2. The individual, sole proprietor, partnership, corporation, and/or association agrees to retain all records for at least five years following the "official State of Colorado Department of Local Affairs (DOLA)"Closeout" date of the grant or the resolution of all audit findings, whichever is later.

CONFLICT OF INTEREST

The undersigned is fully aware that this contract is wholly or partially federally funded, and further, by submission of the bid or proposal that the individual or firm, certifies that:

1. There is no substantial interest, as defined by Colorado Statutes, with any public official, employee, agency, commission, or committee of the Trailside Affordable Housing Project or DOLA.
2. Any substantial interest, as defined by Colorado Statutes, with any public official, employee, agency, commission, or committee (including members of their immediate family) with the Trailside Affordable Housing Project that develops at any time during this contract will be immediately disclosed to the Owner and DOLA.

ANTI-LOBBYING CERTIFICATION

The undersigned certifies, to the best of his or her knowledge and belief that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this Certification be included in the award documents for all sub-awards to all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

CERTIFICATIONS SIGNATURE FORM

Return this page with proposal.

These Certifications (Civil Rights, Equal Employment Opportunity, Affirmative Action for Handicapped Workers -Section 503, Access to Records and Records Retention, Conflict of Interest, Lobbying) are a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of these Certifications is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U. S. Code.

(typed name of official)

(signature of official)

(typed name of entity)

(date)

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)

County of _____) ss.

_____ being first duly sworn, deposes and says that:

- (1) They are _____ of _____
_____, the Bidder that has submitted the attached Bid;
- (2) They are fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affined, has in any way colluded, conspired, connived or agreed, directly or indirectly with another Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix an overhead, profit or cost element of the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the (Local Public Agency) or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including is affined.

(Signed) _____

Title _____

Subscribed and sworn to me this

_____ day of _____, 20_____

By: _____
Notary Public

My Commission expires: _____

QUOTE FROM SUPPLIER FOR DISCOUNTED SERVICES

(see instructions to bidder item number #22)



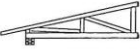



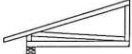





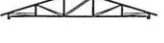
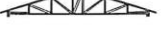



Habitat for Humanity of Colorado
6564 State Highway 96
Olney Springs, CO 81062
(719) 267-5323

Quote

Project #: TRAILSIDE MANOR
Date: 02/14/18 08:48:07
Page: 1 of 2

Project #: BLANK Project Name: TRAILSIDE MANOR	Customer Name: ROCKY MOUNTAIN LAND TRUST Salesman: Banks
Date: 01/26/2018 Contact:	Date Due: 01/26/2018 Terms:
Billing Address: 1212 W. COLORADO AVE. COLORADO SPRINGS, CO 80904 719-447-9300	Shipping Address: TRAILSIDE MANOR FOUNTAIN, CO

Quote Should you have any issues with your order:
Contact Ken Baylor at 719-267-5323 (Office) or at 719-267-3548 ext. 23875 (Office)

ID: G01 Qty: 4 Plys: 1	Span: 8-5-1 Wgt: 43 lbs	Pitch: 2.83 /12	OHL: 1-10-10 HHL: 1-0-0	OHR: 0-0-0 HHR: 2-11-13	
ID: G02 Qty: 2 Plys: 2	Span: 30-0-0 Wgt: 145 lbs	Pitch: 4 /12	OHL: 1-4-0 HHL: 1-0-0	OHR: 1-4-0 HHR: 1-0-0	
ID: J01 Qty: 8 Plys: 1	Span: 1-11-11 Wgt: 10 lbs	Pitch: 4 /12	OHL: 1-4-0 HHL: 1-0-0	OHR: 0-0-0 HHR: 1-7-14	
ID: J02 Qty: 8 Plys: 1	Span: 3-11-11 Wgt: 17 lbs	Pitch: 4 /12	OHL: 1-4-0 HHL: 1-0-0	OHR: 0-0-0 HHR: 2-3-14	
ID: J03 Qty: 20 Plys: 1	Span: 6-0-0 Wgt: 24 lbs	Pitch: 4 /12	OHL: 1-4-0 HHL: 1-0-0	OHR: 0-0-0 HHR: 3-0-0	
ID: L01 Qty: 1 Plys: 1	Span: 11-10-1 Wgt: 35 lbs	Pitch: 6 /12	OHL: 0-0-0 HHL: 0-0-4	OHR: 0-0-0 HHR: 0-0-4	
ID: L02 Qty: 2 Plys: 1	Span: 30-0-0 Wgt: 170 lbs	Pitch: 4 /12	OHL: 1-4-0 HHL: 1-0-0	OHR: 1-4-0 HHR: 1-0-0	
ID: T01 Qty: 10 Plys: 1	Span: 30-0-0 Wgt: 132 lbs	Pitch: 4 /12	OHL: 1-4-0 HHL: 1-0-0	OHR: 1-4-0 HHR: 1-0-0	
ID: T02 Qty: 2 Plys: 1	Span: 30-0-0 Wgt: 129 lbs	Pitch: 4 /12	OHL: 1-4-0 HHL: 1-0-0	OHR: 1-4-0 HHR: 1-0-0	
ID: T03 Qty: 2 Plys: 1	Span: 30-0-0 Wgt: 129 lbs	Pitch: 4 /12	OHL: 1-4-0 HHL: 1-0-0	OHR: 1-4-0 HHR: 1-0-0	
ID: T04 Qty: 2 Plys: 1	Span: 30-0-0 Wgt: 126 lbs	Pitch: 4 /12	OHL: 1-4-0 HHL: 1-0-0	OHR: 1-4-0 HHR: 1-0-0	
ID: T05 Qty: 2 Plys: 1	Span: 30-0-0 Wgt: 140 lbs	Pitch: 4 /12	OHL: 1-4-0 HHL: 1-0-0	OHR: 1-4-0 HHR: 1-0-0	
ID: T06 Qty: 6 Plys: 1	Span: 31-0-0 Wgt: 134 lbs	Pitch: 4 /12	OHL: 0-4-0 HHL: 0-8-0	OHR: 1-4-0 HHR: 1-0-0	
ID: V01 Qty: 1 Plys: 1	Span: 9-2-1 Wgt: 22 lbs	Pitch: 6 /12	OHL: 0-0-0 HHL: 0-0-4	OHR: 0-0-0 HHR: 0-0-4	
ID: V02 Qty: 1 Plys: 1	Span: 6-6-1 Wgt: 16 lbs	Pitch: 6 /12	OHL: 0-0-0 HHL: 0-0-4	OHR: 0-0-0 HHR: 0-0-4	



Habitat for Humanity of Colorado

6564 State Highway 96
Olney Springs, CO 81062
(719) 267-5323

Quote

Project #: TRAILSIDEMAN
Date: 02/14/18 08:48:07
Page: 2 of 2

Project#:	BLANK	Customer Name:	ROCKY MOUNTAIN LAND TRUST
Project Name:	TRAILSIDE MANOR	Salesman:	Banks
Date:	01/26/2018	Date Due:	01/26/2018
Contact:		Terms:	
Billing Address:	1212 W. COLORADO AVE. COLORADO SPRINGS, CO 80904 719-447-9300	Shipping Address:	TRAILSIDE MANOR FOUNTAIN, CO

Quote

Should you have any issues with your order:
Contact Ken Baylor at 719-267-5323 (Office) or at 719-267-3548 ext. 23875 (Office)

ID: V03	Span: 3-10-1	Pitch: 6/12	OHL: 0-0-0	OHR: 0-0-0
Qty: 1	Wgt: 8 lbs		HHL: 0-0-4	HHR: 0-0-4
Ply: 1				



Additional Charges

Description	Amount
Hangar Package	\$ 119.84
Shcp Fee	\$ 392.97
Delivery	\$ 100.00
Total	\$ 612.81
Truss Price	\$ 3,809.84
Tax 0%	\$ 0.00
Grand Total:	\$ 4,422.65

Accepted by: _____ Date: _____