

REQUEST FOR QUALIFICATIONS

NEW HORIZONS Natural Bridges Apartments 415 Natural Bridges Drive, Santa Cruz, CA

Phase I and Phase II General Contracting Services

Introduction:

New Horizons Affordable Housing and Development Inc. (New Horizons) is a California nonprofit public benefit corporation that was established in 2020 as an affiliate to the Housing Authority of the County of Santa Cruz (HACSC). Since its inception, the primary purpose of New Horizons has been to manage approximately 240 units in Santa Cruz, California thus providing critically needed affordable housing for the County's diverse population. New Horizons is committed to enhancing and preserving its existing affordable portfolio as well as expanding opportunities for high quality affordable housing for Santa Cruz's low and extremely low-income residents. This RFQ is issued solely by New Horizons and is not issued by HACSC but may be placed on HACSC's website for convenience and ease of access.

Request for Qualifications:

New Horizons is soliciting qualifications from prime contractors with a California Class B General Building Contractor's License ("Contractor") to provide general contracting services for the construction of Natural Bridges Apartments, a 20-unit, 3-story affordable property located in west side Santa Cruz at 415 Natural Bridges ("Project"). The scope will include construction of the new apartment building, new utilities, site work, landscaping and parking.

New Horizons Representative:

John Fleisher
2160 41st Ave, Capitola, CA 95010
Email: johnf@hacosantacruz.org

RFQ Issued:

Tuesday, August 24, 2022

**Mandatory Bidder's
Conference:**

Wednesday, September 7, 2022 at 10:00am via Zoom

Pre-Registration is required.

Register in advance for this meeting at:

https://us02web.zoom.us/meeting/register/tZ0sdeGhrTMtGNDWT4w-MP_shTfNg3xJ0fLD

After registering, you will receive a confirmation email containing information about joining the meeting.

Deadline for Questions:

Questions concerning this RFQ may be sent by email to housing@hacosantacruz.org no later than Thursday, September 15, 2022, by 10:00am. Please indicate "GC RFQ Question" in the Subject Line of your email.

Responses to questions will be posted on HACSC's webpage under on the Vendors & Contracts webpage within five (5) business days.

<https://hacosantacruz.org/general-information/vendors-contracts/>

Submission Deadline:

Submissions must be sent by email to housing@hacosantacruz.org no later than Wednesday, September 26, 2022, by 10:00am. Please indicate "GC RFQ Response" in the Subject Line of your email.

Bid Schedule:

Mandatory Bidder's conference	Wed 9/7/22
Deadline for questions	Thu 9/15/22
Last day for addenda	Mon 9/19/22
Submission deadline	Mon 9/26/22
Executed Contract	Thu 12/8/22
Notice To Proceed	Thu 12/15/22

I. Property Description and Scope of Work:

415 Natural Bridges Drive, Santa Cruz, is a level 15,000 sq. ft. vacant lot. A single-family home was on the site from 1942 until 2015 when it was demolished. There are no known environmental issues.

The scope of work is construction of a new 20-unit apartment building. The construction budget is approximately \$6M and the estimated construction duration is 14 months.

The scope includes, but is not limited to the following:

- Construction of new wood framed 3-story building
- Construction of parking
- Utility connections in Natural Bridges Drive
- Relocated utility pole and utilities
- Rooftop PV system
- Landscaping

II. Exhibit A - Construction Documents:

1. Construction Drawings_Thacher and Thompson
2. Construction Contract_AIA Document A101
3. Construction General Conditions_AIA Document A201
4. Insurance and Bonds_AIA Document A101
5. Geotechnical Investigation_Rock Solid Engineering
6. Conditions for Approval CP21-0059 - City of Santa Cruz
7. Resolution NS-29971 - City of Santa Cruz
8. Tree Resource Evaluation_Maureen Hamb

III. Exhibit B – Federal Requirements Certification

The Project is funded with Federal funds and is therefore subject to compliance with the following requirements as listed in the attached Certification:

- Davis Bacon Act
- Lead-Based Paint Poisoning Prevention Act
- Section 3 of the Housing and Urban Development Act of 1968
- Non-discrimination
- Equal Employment Opportunity
- Non-debarment

IV. Contractor Selection:

Contractor selection has two phases: Phase I: Pre-Qualification and Phase II: Fee proposal and interview.

Bidders, by submitting Phase I qualifications, agree to enter a contract with New Horizons substantially in the form accompanying this Request for Qualifications, including all payment / performance bonds and insurance requirements.

New Horizons will negotiate with the selected Contractors from Phase II and reserves the right not to award a contract for Construction if an agreement is unable to be reached within a reasonable timeframe in the sole discretion of New Horizons.

Phase I: Pre-Qualification

Proposals will be evaluated on the proposer's approach, proposed overhead and profit, experience, proposed team and references. If two or more business entities submit a bid as part of a Joint Venture or expect to submit a bid as part of a Joint Venture, each entity within the Joint Venture must be separately pre-qualified to bid.

Estimated Duration: 3 weeks

Phase II: Fee Proposal and interviews

Proposals will be evaluated on the proposer's interview, stipulated sum total cost bid including fee and overhead, references and the score from Phase I. The selected contractor will be the highest scoring applicant based on qualifications submitted, interview, fee proposal and reference calls.

Estimated Duration: 4 weeks

V. Construction:

During Construction, Contractor will be expected to provide the following services, including, but not limited to:

1. Assisting New Horizons with obtaining all necessary building & utility permits.
2. Entering into contracts with all selected subcontractors.
3. Overseeing, managing and coordinating all subcontractors to ensure timely execution.
4. Timely payment of subcontractors.
5. Soliciting and coordinating with design / build subcontractors for work, including, but not

limited to, work with respect to fire alarm, fire sprinklers, and solar / photovoltaics.

6. Developing and maintaining logistics plans and detailed schedules of all construction activities.
7. Facilitating weekly, meetings with the owner, owner's construction manager(s), architect, and other consultants as necessary, to keep the team informed and to maintain the project schedule.
8. Maintaining clear and detailed logs that include but are not limited to: Requests for Information (RFI), Pending Change Orders, Change Order Requests, Change Orders, Contract Buy Outs, Submittals, Allowances, and Owner Directives.
9. Utilizing appropriate document controls.
10. Reviewing and resolving subcontractor RFIs, Submittals and Requests for Change Orders prior to presenting such requests to New Horizons, together with analysis and recommendations relating to such.
11. Providing detailed written construction status reports pursuant to a weekly or monthly schedule, as agreed.
12. Pre-purchasing long-lead materials and equipment.
13. Assisting with Green Building certifications, if necessary.
14. Enforcing all OSHA, CalOSHA and client-specific safety rules and regulations.
15. Mitigating delays and additional costs.
16. Assuring overall quality controls of the Project and correcting all work not in compliance with the Contract Documents.
17. Maintaining all required insurance and taking all precautions for the safety of the site and persons.
18. Complying with the Davis Bacon Act, including submission of reports and certified payrolls and all other federal contracting requirements.
19. Obtaining final building permit signoffs.
20. Facilitating the closeout of the Project including providing an organized binder of all product warranties and manuals, as well as fully detailed as-built plans in a timely manner.
21. Providing New building facilities and equipment training to New Horizons' property management and maintenance staff.

22. Addressing any and all construction, subcontractor, and third-party vendor and manufacturer warranty issues in a timely, systematized manner.
23. Furnish a Performance Bond and a Labor and Material (Payment) Bond, each bond to be in the amount of 100% of the Contract Sum as security for the faithful performance and payment of all obligations under the Contract Documents.

VI. Phase I Proposal Contents: Include responses to each of the following in your proposal response following the same outline format and numbering as below.

- 1) A cover letter introducing the Contractor signed by a representative from the Contractor that is authorized to execute a contract.
- 2) Contractor information form. See Attachment C.
- 3) Proposer's Approach. A detailed narrative that explains the Contractor's approach to projects of this type. See Attachment D.
- 4) Proposer's Project Experience. A detailed table or list that itemizes the Contractor's project experience as the prime or general contractor. Include the project name, location, owner's / sponsor's name, basic description of the scope, building type, and the date of construction completion. Responses to questions regarding financial capacity, licenses, and litigation. See Attachment E.
- 5) Proposed team. Resumes of Contractor's key personnel. (Executive in Charge, Project Manager, Superintendent, etc.) who will be assigned to this Project and a description of his/her relevant experience with comparable new construction of affordable housing projects. Include resumes of all assigned staff. See attachment F.
- 6) Proposed Overhead / Profit fee. Specify if there are different fees that are added to subcontractors' invoices, change orders, insurance, or any other type of invoices. The selected contractor will be expected to maintain these fees for the Phase II fee proposal. See Attachment D
- 7) An itemization of all anticipated General Conditions based on the following assumptions (these are assumptions only for the purposes of developing the Contractor's anticipated General Conditions and should not be construed as commitments from New Horizons):
 - 14-month construction schedule; and
 - Space can be made available by the Owner at 2160 41st Avenue, Capitola for Owner/Architect/Contractor meetings if scheduled at mutually agreeable days/time. See Attachment D

VII. Phase I Submission Guidance & Requirements:

- Email proposals, before the deadline, to New Horizons as outlined on the first page of the RFQ.
- Only qualified vendors with relevant and comparable construction experience will be considered. At a minimum a vendor must be licensed to perform the scope of work in the City of Santa Cruz and the State of California and maintain adequate insurance coverage.
- A Mandatory Bidder's Conference will be held on **Wednesday, September 7, 2022, at 10:00am.** Pre-registration is required, see page 2 for more information.
- Questions? All questions must be submitted in writing to the New Horizons representative listed on Page 1 by on Thursday, **September 15, 2022, at 10:00am.** Written responses will be posted here within five (5) business days. New Horizons will only respond to written inquiries. Under no circumstance should any prospective contractor, contact, discuss with, or inquire of any New Horizons' consultant or employee, any matter relating to this solicitation process. This requirement is to ensure that the same information is communicated to all parties and that no inconsistent, incomplete, or inaccurate information is transmitted separately.
- Final proposals are due by on **Wednesday, September 26, 2022, at 10:00am.**

VIII. Proposal Evaluation Criteria Phase I:

The following factors will be utilized by New Horizons to evaluate each proposal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

NO.	FACTOR DESCRIPTION	WEIGHT (Max Points)
1	Attachment A Checklist	0
2	Attachment A Cover letter	5
3	Attachment B Certification – Mandatory form	10
4	Attachment C Contractor Information - Mandatory form	10
5	Attachment D - Proposer Approach	25
6	Attachment E - Proposer Experience	25
7	Attachment F - Proposed team	25
	Maximum Total Points	100

A review panel will evaluate all submissions of qualifications based on the scoring criteria. Three or fewer contractors with evaluation criteria responses above 75 points in Phase I will be selected for participation in Phase II. The review panel may check references in connection with Phase I scoring.

IX. Proposal Evaluation Criteria Phase II:

Contractors invited to submit Phase II proposals will be awarded points for each factor listed below:

NO.	FACTOR DESCRIPTION	WEIGHT (Max Points)
1	Interview	35
2	Contract Sum (include fee and overhead)	40
3	References	25
	Maximum Total Points	100

Short-listed contractors will be invited to submit a stipulated sum total cost bid including fee and overhead, proposed schedule and be interviewed by a selection panel. Short-listed firms will be provided with the interview questions and interview scoring criteria prior to the interviews.

The selected Contractor will be the highest scoring applicant from Phase I and Phase II combined, based on qualifications submitted, reference calls, and interviews.

New Horizons anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFQ. PLEASE NOTE: No proposer shall be informed at any time during or after the RFQ process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFQ. John Fleisher, Controller, at johnf@hacosantacruz.org, is the only person at New Horizons that the proposers shall contact pertaining to this RFQ.

All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the New Horizons evaluation committee. Similarly, all persons having an interest in and/or contract with a proposer entity will be excluded from participation on the evaluation committee.

Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the New Horizons Board at a scheduled meeting for approval. Contract negotiations may, at New Horizons' option, be conducted prior to or after the Board's approval.

X. Reservation of Rights:

This RFQ does not commit New Horizons to continue with the procurement process or select and award a General Contractor contract. New Horizons reserves the right to cancel the procurement in whole or in part, at its sole discretion, at any time before the General Contractor contract is fully executed and approved on behalf of New Horizons. New Horizons further reserves the right to reject all submissions and seek new proposal or proposals when New Horizons considers such procedure to be in its best interest. New Horizons reserves the right to terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon 10 days written notice to the successful proposer(s).

New Horizons reserves the right to waive any minor irregularities and omissions in the information contained in the Proposal it receives, and to make the final determination of which General Contractor firms are considered.

New Horizons reserves the right to negotiate the fees proposed by the responding party and reserves the right to determine the location that the successful proposer shall provide the services called for in this RFQ.

The party responding to this RFQ accepts all risks and costs associated with completion of their proposal. The submittal of a response and qualification package and its use by the New Horizons will not give rise to any liability on the part of New Horizons to the submitting party or any third party or person. No guarantees are made or implied that the Project will be developed either in whole or in part.

New Horizons reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the Agency. The California Public Records Act (Cal. Govt. Code sections 6250 et seq.) mandates public access to government records. Any submissions not opened will remain sealed and will be returned to the submitting party. To the extent required by law, upon request, New Horizons will make available to the public after award of contract: (i) All opened Proposals including all information submitted; (ii) All correspondence and written questions submitted during the proposal period; and (iii) All subsequent evaluation information. Except as otherwise required by law, New Horizons will not disclose financial details or trade secrets submitted that have been designated confidential by the submitting party. Any financial details or trade secrets that a submitting party believes should be exempt from disclosure must be specifically identified and marked as "confidential trade secrets" and that material must be submitted in a separate envelope clearly labeled as confidential. Upon receipt of a request under the Public Records Act, New Horizons will notify the proposer. If proposer requests that New Horizons withhold from disclosure the information identified as confidential, the proposer will assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless New Horizons from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the proposer's information), and pay any and all cost and expenses related to the withholding of proposer's information. Proposer will not make a claim, sue, or maintain any legal action against New Horizons or its directors, officers, employees, or agents concerning the withholding from disclosure of the proposer's information. Failure to respond to New Horizons' notice or enter into a defense and indemnity agreement with the New Horizons constitutes a complete waiver of any rights regarding the information designated as proprietary/confidential and such information will be disclosed pursuant to

applicable procedures under the Public Records Act. If the proposer does not request that the New Horizons withhold from disclosure information identified as confidential, New Horizons will have no obligation to withhold the information from disclosure and may release the information sought without any liability to the New Horizons.

Representatives of New Horizons can:

- Request clarification of responses submitted before the final selection of a contractor for this project;
- Reject any or all responses;
- Waive any informality in the selection process;
- Terminate this selection process at any time;
- Negotiate the fees proposed by bidders for this project;
- Award a contract on a fixed fee or time and material basis, or both;
- Award a contract that provides the best value to New Horizons as determined solely by New Horizons in its absolute discretion;
- New Horizons shall not be liable for any expense incurred in relation to the preparation or submittal of proposals. Such expenses include, but are not limited to, expenses for preparing the proposal or related information in this RFQ, negotiations with New Horizons on any matter related to the Proposals, any attorneys' fees incurred prior to execution of final construction documents, affidavits and certifications, and costs associated with interviews, meetings, travel or presentations. Additionally, New Horizons shall not be liable for expenses incurred as a result of New Horizons' rejection of any Proposal made in response to the RFQ.

Vendors wishing to contest the selection process or results will have five (5) business days from the date of the notice of final selection to submit written complaints by email to John Fleisher, Controller, at johnf@hacosantacruz.org. Thereafter, the Controller has 10 business days to respond in writing to the complaint.

XI. Attachments:

- Attachment A :** Phase I submission Checklist
- Attachment B :** Certification
- Attachment C :** Contractor Information Form
- Attachment D :** Proposer approach questions
- Attachment E :** Proposer experience questions
- Attachment F :** Proposed team questions
- Exhibit B:** Federal Requirements Certification

ATTACHMENT A

Checklist of Phase I Submittal Components

Complete proposals must include the following list of documents.

- Cover Letter.** Provide a letter of introduction signed by an authorized officer of the proposing entity. The letter should include the following information:
 - General qualifications statement, including a statement on whether the proposer is licensed.
 - List the license number
 - State how many years the organization has been in business under the current business name and license number
 - Note any concerns with availability to begin construction by December 15, 2022
 - Identify a contact person for any correspondence specific to this RFQ. Include both a phone number and email address.
 - If submitting as a joint venture, identify the members and note which member is the prime or lead joint venture partner (if applicable).

- Certification.** A statement signed under penalty of perjury attesting to the correctness of the information supplied (Attachment B).

- Contractor information form** (Attachment C). Submit questionnaire along with required documentation:
 - Provide proof of insurance

- Proposer Approach Narrative** (Attachment D)

- Proposer Experience Narrative** (Attachment E)

- Proposed Team Narrative** (Attachment F)

ATTACHMENT B

Certification Under Penalty of Perjury

_____(person), hereby submits on behalf of
_____(business) its certified response to the Request
for Qualifications for the New Horizons Natural Bridges Apartments Project issued by New
Horizons.

The RFQ has been read and understood. Reasonable diligence has been used in preparation of this submittal and all information provided is true and complete to the best of my knowledge. The form contract has been reviewed and my signature below confirms this entity is qualified and capable to provide all the requirements of the contract. Whenever an explanation has been provided as requested in further response to a “yes” or “no” answer, my signature below is an affirmation of the explanation.

By signature and date below, prospective bidder authorizes any financial institution, credit reporting agency and/or service, legal firm or any other type of business, agency or individual to release to New Horizons any and all information as that information relates, or could relate, to its ability to evaluate the background, stability and general worthiness of this bidder to perform construction activities if pre-qualified and awarded a contract by New Horizons.

Executed under penalty of perjury on _____(date), in
_____ (city/state).

Signature

Print Name

Title

**ATTACHMENT C
 CONTRACTOR INFORMATION FORM**

CONTRACTOR INFORMATION:	
Full name / Corporate Name of Company:	Date:
California Contractor's License #:	License Type: <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input type="checkbox"/> Non Profit 501c3 <input type="checkbox"/> Corp.
Contact Person:	Phone #:
Street Address:	Fax #:
Mailing Address:	

INSURANCE / OTHER FINANCIAL COVERAGE:	
Worker's Compensation	
Carrier:	Phone #:
Address:	
Policy Number:	

General Liability Carrier (Provide copy of Insurance Certificate)	
Carrier:	Phone #:
Address:	
Policy Number:	Policy Limits: \$

Guarantors of financial responsibility bonding and reliability of bidder (if applicable)	
Name of Surety Company:	Phone#:
Address:	
Name of Bank:	Phone #:
Address:	

EXPERIENCE:
The following statements and information regarding the Bidder are submitted with the bid, as a part thereof, and the truthfulness and accuracy of the information are guaranteed by the Bidder. Bidder is required to possess California Contractor's license classification listed in Invitation to Bid to be awarded this contract.
Your organization has been in business as a contractor under its present name for ____ years, from ____.
Your organization has had experience in work comparable to that under the proposed contract, as a general contract for ____ years, or as a subcontractor for ____ years.

I certify under penalty of perjury that the foregoing information is current and accurate, and I authorize New Horizons to obtain a credit report and /or verify any of the above information.

SIGNATURE _____
 DATE _____

ATTACHMENT D

Proposer Approach

Provide the following information as a response in your proposal.

- Proposed Overhead / Profit. Specify if there are different fees that are added to subcontractors' invoices, change orders, insurance, or any other type of invoices. The selected contractor will be expected to maintain these fees for the Phase II total cost proposal.
- Proposed project schedule. Please note that 14-months is an estimate.
- General approach to residential work including a discussion of any project systems and procedures the Contractor employs to maintain clear project oversight and quality control throughout the project.
- Green building certifications, materials and energy efficient systems including solar thermal and photovoltaic systems.
- A detailed description of the Contractor's ability to maintain project schedules, track project costs and all project documentation, anticipate issues, effectively troubleshoot problems to minimize any project impacts, and manage RFI's, submittals, and change order requests and directives.
- Samples of the Contractor's typical project schedule, payment application and job cost tracking tool(s), and RFI, submittals and COR logs.

ATTACHMENT E

Proposer Experience

Provide the following information as a response in your proposal.

Company Profile

Provide the following narrative information:

- Location of the office that will be responsible for the implementation of this Project.
- Describe any customer service or customer satisfaction plans the company utilizes.

Project Experience

Submit five examples of relevant projects. Relevant projects shall be of similar scope, size, design character and complexity to the Project Requirements. Examples can be completed or in progress. Each example submittal shall provide the following information:

- Project name and location
- Project description, including
 - Number of units
 - Square footage of community spaces
 - Square footage of any required retail or commercial space within the residential development, if applicable
 - Construction type (including foundation type) and number of stories
 - Energy efficiency building components and/or green building standards achieved
- Owner/developer
- Describe the project delivery method was used (for example, design build, construction management at risk, design-bid-build, etc.)
- Overall project timeline in months, including any significant delays and reason for delays. Describe the steps taken by the General Contractor to mitigate damages.
- Project completion date or expected completion date
- Project budget, including schedule of values and amount of change orders approved. If project budget was exceeded, provide an explanation why the budget was exceeded and describe steps that were taken by General Contractor team to control costs during the design/preconstruction stage and during the construction stage.
- Indicate if the project staff was retained throughout the project's lifecycle or if the project experienced staff turnover. If so, please explain the situation and the company's response.
- Indicate if the project was required to pay prevailing wages and/or comply with federal requirements.
- State whether there were any claims on the project, including subcontractor and vendor claims, and describe how the claims were resolved.
- Describe your entity's interaction with building and special inspectors during construction.
- Photos and other graphic materials should be included.

Company References:

Provide five (5) professional references from Contractor's clients, relating to projects that Contractor has completed in the last five (5) years that are similar to the proposed Project.

Financial, License, Litigation Documents/Questions

Provide the following documents:

- The latest copy of reviewed and audited financial statement
- A notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the project and (b) your current available bonding capacity
- A photocopy of the California Contractor's License form from the California State License Board

Answer the following questions Yes or No:

- Has your contractor's license been revoked at any time in the last five years?
- At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

- In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any project for any reason?

If "yes," explain on a separate signed page. State whether the firm involved was the firm applying for pre-qualification here or another firm. Identify by name of the company, the name of the person within your firm who was associated with that company, the year of the event, the owner of the project, the project and the basis for the action.

- In the past five years has any claim against your firm concerning your firm's work on a construction project been filed in court or arbitration?

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

- In the past five years has your firm made any claim against a project owner concerning

work on a project or payment for a contract and filed that claim in court or arbitration?

If “yes,” on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

- At any time during the past five years, has any surety company made any payments on your firm’s behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm’s behalf, in connection with a construction project, either public or private?

If “yes,” explain on a separate signed page the amount of each such claim, the name and telephone number of the claimant, the date of the claim, the grounds for the claim, the present status of the claim, the date of resolution of such claim if resolved, the method by which such was resolved if resolved, the nature of the resolution and the amount, if any, at which the claim was resolved.

- In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?

If “yes,” explain on a separate signed page. Name the insurance carrier, the form of insurance and the year of the refusal.

- During the last five years, has there been more than one occasion in which your own firm has been penalized or required to pay back wages for failure to comply with the federal Davis-Bacon prevailing wage requirements?

If “yes,” attach a separate signed page or pages describing the nature of the violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid, the amount of back wages you were required to pay along with the amount of any penalty paid.

ATTACHMENT F

Proposed Team

Provide the following information as a narrative response in your proposal.

- Describe the proposed General Contractor team that would be assigned to the project. Include name, position, and length of employment at the company. Attach staff resumes and bios. At a minimum, this must include the executive for the General Contractor, the project manager, estimator, superintendent, safety director and quality control manager, as well as the project manager.
- Describe the roles and responsibilities of the key team members and how each will interact with the Architect and its tier-consultants, New Horizons, permitting agencies and inspectors during the construction stage, commissioning, and occupancy.
- Describe scheduling tools the General Contractor team will implement and how General Contractor intends to manage the schedule.
- Describe the General Contractor's strategy for solicitation of subcontractors and determining the stipulated sum total cost of the project
- Describe General Contractor's suggested project management tools and strategies to help ensure that the Project is delivered on time and on budget.

EXHIBIT B

REQUEST FOR QUALIFICATIONS
NEW HORIZONS
Natural Bridges Apartments
415 Natural Bridges Drive,
Santa Cruz, CA

FEDERAL REQUIREMENTS CERTIFICATION

The Bidder acknowledges that the Project will be funded with federal funds and is, therefore, subject to certain federal requirements. By executing below, _____ (person) hereby agrees on behalf of _____ (business) to comply with the following requirements in constructing the Project:

Debarment

Neither Contractor nor its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, and to the best of Contractor's knowledge any of its subcontractors, are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in the Project by any federal department of agency. Contractor shall obtain such certification from all subcontractors.

Davis Bacon Act Requirements.

The Project shall be constructed in compliance with the prevailing wage requirements of the federal Davis-Bacon Act as set forth in the Federal Labor Standards Provisions, form HUD-4010, to be attached as an exhibit to the Contract, and in accordance with the wage rate determination to be attached as an exhibit to Contract. A copy of the applicable Davis Bacon wage decision and any additional classifications shall be posted by the Contractor at the work site in a prominent place readily accessible to the workers.

Contractor shall submit to the Owner weekly certified payrolls for each work week from the time work is started until the construction of the Project is completed on Department of Labor Payroll Form WH-347 or equivalent approved by the Owner, and a "Weekly Statement with Respect to the Payment of Wages," using either Department of Labor Form WH-348, or an equivalent form approved by Owner. Weekly payrolls shall be completed and submitted promptly, no later than seven work days following completion of the work week. Monthly progress payments will not be released until all payroll reports are up to date. Contractor shall, and shall require its subcontractors to maintain certified payrolls, and to submit copies of such certified payrolls to Owner, upon request, in order to verify compliance with these requirements.

The Contractor shall indemnify, hold harmless and defend (with counsel reasonably acceptable to the Owner) the Owner against any claim for damages, compensation, fines, penalties or other amounts to the extent arising out of the failure or alleged failure of any person or entity (including the subcontractors) to pay prevailing wages as determined pursuant to the prevailing wage provisions of the federal Davis-Bacon Act and implementing rules and regulations in connection with the construction of the Project or any other work undertaken or in connection with the Project. Contractor's indemnity obligations shall survive the termination or expiration of the Contract.

Section 3 Requirements.

The work 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 Department of Housing and Urban Development (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.

(1) The Contractor agrees to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by its execution of this contract, the contractor certifies that it is under no contractual or other impediment that would prevent it from complying with the Section 3 regulations.

(2) Pursuant to Section 3, to the greatest extent feasible, and consistent with existing Federal, state, and local laws and regulations Contractor shall ensure:

(A) that employment and training opportunities arising in connection with the Project are provided to Section 3 workers within the metropolitan area (or nonmetropolitan county) in which the Project is located. Where feasible, priority for opportunities and training described above should be given to: (i) Section 3 workers residing within the service area or the neighborhood of the project, and (ii) participants in YouthBuild programs; and

(B) that contracts for work awarded in connection with the Project are provided to business concerns that provide economic opportunities to Section 3 workers residing within the metropolitan area (or nonmetropolitan county) in which the Project is located. Where feasible, priority for opportunities and training described above should be given to: (i) Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the Project, and (ii) participants in YouthBuild programs.

(3) Contractor will be considered to have complied with the Section 3 requirements, in the absence of evidence to the contrary, if it certifies that it has followed the prioritization of effort set forth in subsection (1) above, and meets or exceeds the applicable Section 3 benchmark as described in 24 C.F.R. 75.23(b).

(4) Contractor shall maintain records of its Section 3 activities and cause such records to be accurate and current and in a form that allows the Owner to comply with the reporting requirements of 24 C.F.R. 75.25.

(5) Contractor shall require all subcontractors performing work on the Project to comply with the Section 3 requirements.

(6) Noncompliance with Section 3 requirements may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD-assisted contracts.

Nondiscrimination.

Contractor shall comply with the following nondiscrimination requirements: Title VI of the Civil

Rights Act of 1964 as amended; Title VIII of the Civil Rights Act of 1968 as amended; Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended; Section 504 of the Rehabilitation Act of 1973 (29 USC 794, et seq.); the Age Discrimination Act of 1975 (42 USC 6101, et seq.); Executive Order 11063 as amended by Executive Order 12259 and implementing regulations at 24 C.F.R. Part 107; Executive Order 11246 as amended by Executive Orders 11375, 12086, 11478, 12107; Executive Order 11625 as amended by Executive Order 12007; Executive Order 12432; Executive Order 12138 as amended by Executive Order 12608. During the performance of the Contract, the Contractor assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, or disability, under any work performed pursuant to the Contract, as required by the laws set forth above and all implementing regulations.

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, color, creed, 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, religion, creed, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoffs 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 nondiscrimination 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, creed, sex, or national origin.

(3) The Contractor will send to each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding, a notice to be provided by or at the direction of the Government advising the labor union or workers representative of the Contractor's commitments under this section, 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 No. 11246 of September 24, 1965, and with the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The Contractor will furnish all information and reports required by Executive Order No. 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 its books, records, and accounts by HUD 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 noncompliance with the nondiscrimination clauses of this Contract or with any of the rules, regulations, or orders, the Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further contracts in accordance with procedures authorized in Executive Order No. 11246 of

September 24, 1965, and such other sanctions as may be imported and remedies invoked as provided in Executive Order No. 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 provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order No. 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 the Government may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Government, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

Lead-Based Paint.

Contractor shall comply with the requirements of the Lead-Based Paint Poisoning Prevention Act, as amended (42 U.S.C. 4821 et seq.), the Residential Lead-Based Paint Hazard Reduction Act (42 U.S.C. 4851 et seq.), and implementing regulations at 24 C.F.R. Part 35.

Executed on _____ (date)

signature: _____

name: _____

Title: _____