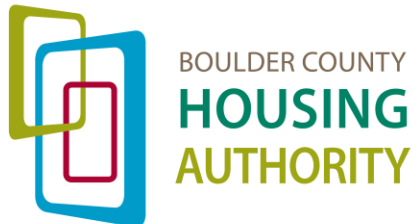


**BOULDER COUNTY HOUSING AUTHORITY
REQUEST FOR PROPOSAL**

**Housing Quality Standard (HQS)
Inspection Services**

RFP #6802-18



**SUBMITTAL DUE DATE:
January 23, 2018
2:00 P.M.**

**BOULDER COUNTY PURCHASING
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org
303-441-3525**

REQUEST FOR PROPOSAL

The Housing Authority of the County of Boulder, Colorado (hereinafter referred to as “Boulder County Housing Authority” or “BCHA”) is seeking a qualified person or entity (hereinafter referred to as “Contractor”) to provide housing inspection services for resident participants. BCHA is a local government agency which administers federally-funded housing voucher programs which provide a rental subsidy for residents and to units through the Section 8 Housing Choice Voucher and Project-Based Voucher programs (hereinafter referred to as “Section 8”), respectively, for residents leasing from private landlords and BCHA. (BCHA does not own federal Public Housing units.) As the program administrator, BCHA is required comply with the U.S. Department of Housing and Urban Development (HUD) Housing Quality Standards (HQS) to ensure that the homes are decent, safe and sanitary. The Section 8 programs are administered pursuant to 24 CFR 982.

BCHA currently manages approximately 750 Housing Choice Vouchers, providing rental assistance and 140 Project-Based Vouchers, throughout Broomfield and Boulder County. All BCHA owned units with either subsidy must be inspected by a third party to ensure compliance with HQS standards as defined by HUD.

Projected term of contract: One year, with an option to renew each year for up to four total renewals.

In general, the Contractor will provide the following services for BCHA:

(Please review Exhibit A – Scope of Services for a detailed assessment of BCHA expectations.)

- a. Evaluate residential dwelling units designated by BCHA to meet federal Housing Quality Standards, utilizing the HUD Inspection Form (52580/52580-A) provided by BCHA and consistent with HUD rules and regulations.
- b. Photograph each inspected home, particularly those showing extraordinary or questionable conditions.
- c. Submit monthly Inspection Performance Summary Reports in a format prescribed by BCHA.
- d. Enter data into required, designated software applications. BCHA currently uses Housing Management Software (HMS) through HAB, Inc. to manage its resident and property reports. The Contractor shall enter the data no more than two business days from the time the inspection was conducted, and write a *results letter* for each inspection which among other things, identifies deficient systems, with three copies: one for the property owner/agent, one for the family and one for BCHA file.
- e. Submit invoices monthly for work performed in the prior month in accordance with BCHA processes.

Specifications and a sample contract are attached.

Written Inquiries

All inquiries regarding this RFP shall be submitted via e-mail to the Boulder County Purchasing Office, via email at purchasing@bouldercounty.org, on or before 4:00 p.m. **January 12, 2018**. A response from the County to all inquiries shall be posted and sent via email no later than **January 16, 2018**.

Submittal Instructions

Submittals are due at the Administrative Services Information Desk (**please note new address below**) or the email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on January 23, 2018**.

Your response can be submitted in the following ways. Please note that email responses to this solicitation are preferred, but are limited to a maximum of 25MB capacity. NO ZIP FILES ALLOWED. Electronic Submittals must be received in the e-mail box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This e-mail box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

E-Mail (preferred) purchasing@bouldercounty.org; identified as RFP # 6802-18 in the subject line.

-OR-

US Mail **One (1)** unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **RFP # 6802-18**, to the **Administrative Services Information Desk located at 1325 Pearl Street, Boulder, CO 80302.**

All RFPs must be received and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the Offeror to see that their RFP response is received on time at the stated location(s). Any responses received after due date and time will be returned to the offeror.

The BCHA Board reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board, BCHA, and of the County of Boulder, State of Colorado.

Americans with Disabilities Act (ADA): If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.

TERMS AND CONDITIONS

1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the bidder's risk.
2. Each bidder shall furnish the information required in the Request for Proposals.
3. The Contract/Purchase Order will be awarded to that responsible bidder whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder reserves the right to reject any or all proposals and to waive informalities and minor irregularities in bids received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal shall be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful bidder results in a binding contract without further action by either party.
7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to insure that the proposal arrives at the Administrative Services Front Desk or appropriate email box prior to the time indicated in the "Request for Proposals."
8. The proposed price shall be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer shall not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.
10. Confidential/Proprietary Information: Proposals submitted in response to this "Request for Proposals" and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor bid price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**
11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Bidders are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Bidders are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage shall be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel's website: <http://www.colorado.gov/dpa/>.

INSURANCE AND W-9 REQUIREMENTS

RFP # 6802-18

HQS INSPECTION SERVICES

General Liability \$1,000,000 Each Occurrence
\$2,000,000 General Aggregate
\$2,000,000 Products Completed Operations Aggregate
3 years Products/Completed Operations
Boulder County and Boulder County Housing Authority listed as
Additional Insured.

Automobile Liability \$1,000,000 Each Accident
*Including Hired & Non-Owned auto

Worker’s Compensation and Employer’s Liability
Statutory limits

Professional Liability or Errors and Omissions
\$1,000,000 Per Loss
\$1,000,000 Aggregate
Coverage maintained or extended discovery period for 2 years

Privacy/Cyber Liability
As a provider of a service which *may* require the knowledge and retention of HIPAA sensitive personal information of clients served, the following minimum insurance limits are required:
Contractors with 10 or fewer clients: \$50,000
Contractors with 11 – 25 clients: \$500,000
Contractors with more than 25 clients: \$1,000,000

Additional Insured Language:
Housing Authority of the County of Boulder, Colorado, a public body, corporate and politic; and the County of Boulder, State of Colorado, a body corporate and politic, are named as Additional Insured.

Certificate Holder:
Boulder County Housing Authority
ATTN: HHS Contract Manager
PO Box 471
Boulder, CO 80306
HHScontracts@bouldercounty.org

Note that the above insurance amounts are the minimum required for this project. **Proof of current insurance must be provided with your proposal in the form of a sample certificate or your proposal will be deemed non-responsive.** If you require a waiver of insurance requirements (e.g. Workers’ Compensation and sole proprietorships) you may request one in your response with an explanation.

New certificates will be requested if the contract process takes more than 30 days after an award.

W-9 REQUIREMENT

Provide a copy of your business’s W-9 with your proposal.

SPECIFICATIONS

RFP # 6802-18

HQS INSPECTION SERVICES

A. Background

Boulder County Housing Authority (BCHA) was established in 1975 with a mission to promote and provide quality, affordable housing for individuals and families who have low income, older adults and individuals with disabilities. BCHA currently manages approximately 750 Housing Choice Vouchers, providing rental assistance and 140 Project-Based Vouchers, providing a subsidized rental unit. This RFP is intended to produce a qualified Contractor who will conduct Housing Quality Standards Inspections using (a) trained/certified inspector(s).

B. Scope of Work

BCHA is seeking proposals from highly qualified and insured contractors, to provide inspections to meet federal Housing Quality Standards (HQS), and third party inspection services for minor rehabilitation construction work on BCHA owned properties for HUD and other compliance inspections. The selected Contractor shall furnish sufficient organization, personnel and management staff with the necessary skill and judgment to perform all the duties and responsibilities normally associated with the Inspection function (including scheduling, notification, inspections, quality control, reporting and compliance).

The Scope of Services listed below provides details of BCHA's expected requested services. This information should not be construed as a minimum or maximum guarantee of service levels. Contractors shall use Attachment B to indicate their bids based on the existing levels of service.

BCHA shall not be billed for those inspections that receive an inconclusive rating for any reason other than the unit is vacant or the designated family has moved/relocated. The Contractor selected shall provide BCHA with a monthly report identifying those inspections attempted and completed. All reports will be submitted in the format prescribed by BCHA.

All dwelling units must be inspected in accordance with HUD's Housing Quality Standards (24 CFR 982.401), lead based paint regulation (24 CFR Part 35, Parts A, B, M, and R), HUD's Housing Choice Voucher Program Guidebook, 7420.10, the Housing Inspection Manual: Section 8 Existing Program, and the HUD Inspection Checklist (HUD 52580), BCHA Administrative Plan, Applicable local city and county "Housing Code" and the State of Colorado Carbon Monoxide Alarm Detector Act.

At BCHA's discretion, one or more contractors may be chosen to perform the services requested. Any responding Contractor does not have to conduct all services listed, and may bid on specific services as desired. The Contractor shall perform all services as described below:

C. Scheduling of Inspections

BCHA will be responsible for identifying units to be inspected and meet any respective deadlines. The Contractor will be responsible for scheduling all inspections in accordance with industry best practices, standard operating procedures, and the parameters provided by BCHA. The Contractor will be responsible for the costs of scheduling the inspections (forms, telephone costs, stamps, etc.) and associated notifications. The Contractor will address and respond to all tenant and landlord inquiries regarding scheduling and rescheduling appointments, inspections results, and abatement questions.

D. Inspections

The Contractor will conduct inspections in accordance with HUD Housing Quality Standards as found in 24 CR 982, lead based paint regulations found in 24 CFR Part 35, State of Colorado Carbon Monoxide Detector Act, other HUD documents, Boulder County and local city "Housing Code" and BCHA Housing Choice Voucher Program Administrative Plan.

The Contractor will provide the following services for BCHA:

Initial Inspections

1. Make contact by telephone with landlords or their designee within 24-72 hours of receipt of a Request for Tenancy Approval (RFTA) from BCHA to schedule the initial inspection. If unable to make contact with the landlord after two documented unsuccessful attempts by phone, the Contractor shall contact BCHA.
2. Complete the first attempt to complete each Initial Inspection within 5 business days of receipt of scheduling information from BCHA (excluding observed holidays).
3. Schedule initial inspections and associated re-inspections by speaking to the landlord or their designee. No inspection or re-inspection may be scheduled by leaving messages on voice mail or be scheduled with the tenant.
4. Contact BCHA if the unit does not pass the second scheduled attempt. The Contractor will complete all initial re-inspections within three business days of notification by BCHA that the unit is ready for re-inspection, and will be responsible to return a completed passing inspection form within two business days (excluding observed holidays) from completion of a "pass" inspection. This information will be attached chronologically by date.

Annual Inspections

1. Mail all notices by US First Class Mail no later than 21 days prior to the scheduled inspection date.
2. Complete all annual inspections no later than 320 days from the last passing inspection date, unless authorized by BCHA.

Special Inspections

Includes inspections in response to complaints registered with BCHA concerning an applicable unit's condition, quality control inspections, or any other inspection BCHA may deem appropriate to conduct.

1. Make contact by telephone with landlords or their designee within 48 hours of receipt of the Special Inspection Request from BCHA to schedule the inspection. If unable to make contact with the landlord after two documented unsuccessful attempts by phone, the Contractor will contact BCHA.
2. Complete the first attempt to complete each Special Inspection within five business days of receipt of scheduling information from BCHA (excluding BCHA observed holidays).
3. Schedule special Inspections and associated re-inspections by speaking to the tenant or landlord or their designee. No inspection or re-inspection may be scheduled by leaving messages on voice mail.
4. Will contact BCHA if the unit does not pass the second scheduled attempt. The Contractor will complete all initial re-inspections within three business days of notification by BCHA that the unit is ready for the re-inspection.

Re-inspections

1. Complete all re-inspections within three business days (excluding observed holidays) of notification by the landlord or their designee that the unit is ready for re-inspection.
2. Complete all non-emergency annual re-inspections within 30 days of the last passing date from the previous year, unless authorized by BCHA.

3. Complete re-inspections of all life-threatening "Fail" items within 24 hours of the first inspection.

All Inspections

1. Conduct all physical inspections in accordance with HUD Housing Quality Standards regulations at 24 CFR 982.401; the Lead Safe Housing Regulations at 24 CFR Part 35, Subparts A, B, M, and R; and BCHA's Administrative Plan in administering HQS services on behalf of BCHA; and recorded using the HQS Inspection Form.
2. Schedule inspections and prepare and issue all inspection appointment notification letters in accordance with the HQS Procedures Manual.
3. Schedule all inspections, regardless of type, with an inspection appointment window time of no more than three hours. No inspection shall be performed outside of the scheduled appointment window. Any inspection attempt outside the designated three hour time frame will be done at the Contractor's own risk.
4. In circumstances in which BCHA approves a tenant for an additional bedroom for medical equipment during the next annual inspection, verify that the specific equipment is/are present in the extra bedroom and report to BCHA if the extra bedroom is not being used for the intended purpose.
5. Assess who is responsible for damages (tenant responsibility or landlord responsibility) for every failed item listed on all deficiency reports or correspondences.
6. Send all notifications and related follow-up correspondence, to both landlord and tenant by US Postal Service First Class Mail, including pass or fail notifications, reschedule notifications and no-show notifications. Forward similar copies electronically to the email addresses, if provided, of both landlord and tenant. Include re-inspection dates and times in all inspection results correspondence.
7. Complete one attempt for each no-show inspection prior to notifying BCHA staff who will issuance a notice to the tenant.
8. Complete one attempt for each non-emergency "fail" inspection prior to issuance of abatement notification to the owner.
9. Forward a copy of all abatement notifications issued to BCHA.
10. Submit monthly Inspection Performance Summary Reports in a BCHA-approved format by the 15th of each following month. Provide copies of your suggested repairs.
11. Perform daily electronic "back-up" of all inspection data from the beginning of the contract performance period to "present" to prevent loss of data.
12. Develop and implement a quality control program that exceeds the minimum standards required under 24 CFR 985.2, 24 CFR 985.3 (e) and (f) for all inspections conducted monthly.
13. Provide all required reporting in a mutually agreed-upon format.

E. Notifications (Pertains to all inspection types)

All notifications, regardless of type, must contain at a minimum the following information:

- a. Date notification was printed
- b. Name and complete mailing address of landlord/agent
- c. Name and complete mailing address of client
- d. Type of Inspection/re-inspection
- e. Date of Inspection/re-inspection

- f. Scheduling Timeframe of Inspection/re-inspection
- g. If this is a "Deficiency Notification," provide a complete detailed listing of all deficiencies identified during the inspection.
- h. Name of inspector
- i. Contact telephone number

F. Photo Imaging

For each unit inspected, the Contractor will provide a digital picture of the exterior of the building which houses the unit to be inspected (across the street, front elevation), provide viewable digital photos with corresponding inspection data for the inspected unit, and provide all digital inspection photos via email to BCHA monthly for cataloging. Files will be provided using the following Electronic File Identification Format: each filename will be composed of the House Number, Street Name, (Apartment Number if applicable) and zip code for the unit. Attach a digital image of each inspected unit (across the street, front elevation) to the corresponding HUD Form 52580 as the last page. Attached photo must have a minimum viewable area of eight inches wide by six inches high and be printed at a resolution of 600 dpi. The house number, street name, apartment number (if applicable), and zip code of the corresponding property must also appear on the page.

G. Hours

On-site services (at units or at BCHA offices) must occur between the hours of 8:30 a.m. – 5 p.m., Monday through Friday, except for holidays as specified by BCHA.

H. Annual Inspections

The awarded contractor will conduct approximately 890 annual inspections, which includes units owned by BCHA and units owned by private landlords or managed by their agent. All inspections sites will be located in Broomfield or Boulder County, Colorado.

I. Compliance and Auditing

The Contractor will conduct audits, as needed, within 72 hours of the request. The Contractor will retain records for audit (SEMAP & Independent Auditing Firm) purposes, and any other purposes specified by BCHA under the HUD Records Retaining Regulations 24 CFR 982.158.

J. Background and experience

1. Provide employment history for last five years. If applicable, include information about the employment of experience with housing inspections and specifically HQS inspections, including the number of years in business, number of employers, location of office, names of principal employees who will provide the services.
2. Consent to full background screening, including criminal background check and verification of credentials.

K. Additional Optional Services

1. Onsite Maintenance

- i. Perform maintenance only when such would eliminate the need to perform a 24-hour emergency re-inspection or 30 day re-inspection at the unit.
- ii. Perform maintenance in units with conventional eight foot ceiling height only.
- iii. Perform no maintenance if other items exist that would require re-inspection of the unit within 24 hours or 30 days.
- iv. Track and report monthly to BCHA the number of inspections reduced by this on-site maintenance program. Report to BCHA the data on BCHA owned units regarding any on-site maintenance and materials used in the unit so BCHA may appropriately assess tenant charges.

On-site Maintenance in Private Market Rentals

The Contractor will perform, at no additional cost to BCHA, the following "on-site" maintenance at inspected units in the private market using the Contractor's supplies:

- i. Repair/Replace Damaged or Missing Outlet Cover(s) (two per unit max)
- ii. Repair/Replace Damaged or Missing Light Switch Cover(s) (two per unit max)
- iii. Repair/Replace Missing Smoke Alarm Battery(s) (nine volt)
- iv. Repair/Replace Missing Carbon Monoxide Battery(s)

On-site Maintenance in BCHA owned units

The Contractor will perform, at no additional cost to BCHA, the following "on-site" maintenance at inspected units owned by BCHA using BCHA's supplies:

- i. Repair/Replace Damaged or Missing Outlet Cover(s) (two per unit max)
- ii. Repair/Replace Damaged or Missing Light Switch Cover(s) (two per unit max)
- iii. Repair/Replace Missing Smoke Alarm Battery(s) (nine volt)
- iv. Repair/Replace Missing Carbon Monoxide Battery(s)
- v. Replace Missing or Broken Smoke Alarms
- vi. Replace Missing or Broken Carbon Monoxide Detectors

2. Rent Reasonableness

- a. Conduct Rent Reasonableness in accordance with HUD requirements in the following situations:
 - i. Initial move-in before BCHA enters into a HAP contract
 - ii. At Re-inspection before any increase in rent to the owner
 - iii. If there is a 5% decrease in the FMR in effect 60 days before the contract anniversary as compared with the FMR in effect one year before the contract anniversary date
- b. Contractor will perform all aspect of rent reasonableness from data collection to reporting in a system that follows SEMAP indicator #2
- c. Contractor will measure rents taking all nine of HUD's factors into consideration (location, size, type, quality and age, amenities, housing services and maintenance, and utilities provided by the owner under the lease)

SUBMITTAL REQUIREMENTS
RFP # 6802-18
HQS INSPECTION SERVICES

SUBMITTAL REQUIREMENTS

Contractors must submit proposals that include the following information:

1. Organization and Personnel Background, including:
 - Name of your company / organization
 - Type of organization: (Corporation, Partnership, etc.)
 - Address
 - Names and Address of the Partners and Subcontractors, if applicable
 - Contact Person(s)
 - Telephone, Fax, E-mail
 - Identify the specific individuals who would be assigned to work with BCHA and specify which person would be the primary contact person with BCHA

2. Provide an overview of company, emphasizing qualifications and major organization strengths.

3. Experience

Discuss experience of staff to be assigned to the contract, describing in particular experience in serving as a provider of Housing Quality Standards (HQS) inspection services. Contractor shall describe their understanding of the project scope, their proposed approach to performing the services, and submit a proposed schedule.

 - i. Discuss the process used to determine rent reasonableness and complete comparability studies for individual units and multi-family developments.
 - ii. A copy of the Housing Quality Standards Certifications for each inspector.
 - iii. A copy of the Driver's License for each inspector and DMV background check each year of the contract. This information must be forwarded on or before February 1 and prior to renewal of the contract.
 - iv. A copy of the criminal background checks performed for each inspector each year of the contract. This information must be forwarded on or before February 1 and prior to the renewal of the contract.

4. Price
 - A. Please provide unit costs for the following types of inspection services (Attachment B):
 - i. Initial
 - ii. Annual versus Biennial Inspections
 - iii. Special
 - iv. Quality Control
 - v. "No Shows"
 - vi. "No Adults"
 - vii. "Access Refusal"

 - B. Please provide unit costs for the following add on services:
 - i. Rent Reasonableness and Utility Allowance Studies

 - C. Responding firms should also indicate unit costs for any additional reimbursable expenses

(if any) such as mileage.

D. Include a table indicating the breakdown of cost of services.

5. Please address if you are able to meet the minimum insurance requirements.
6. State your compliance with the BCHA Sample Contract as contained in this RFP (Attachment C). Specifically list any deviations and provide justification for each deviation.
7. Completed Attachment A: Signature Page
8. Affirmative Action
BCHA requires that each respondent be an Equal Opportunity Employer. Please provide a statement indicating the firm's compliance with all government regulations regarding non-discriminatory employment practices.
9. References
Submit three references for similar projects your company has completed within the last three years and contact information including the name of the organization, contact person, address, email, and telephone number.

**ATTACHMENT A
SIGNATURE PAGE**

**RFP # 6802-18
HQS INSPECTION SERVICES**

Failure to complete, sign and return this signature page with your proposal may be cause for rejection.

Contact Information	Response
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
State where the Organization was Established	
Name and Title of Person Authorized to Contract with Boulder County	
Name and Title of Person Submitting Bid	
Email Address for Person Submitting Bid	
Company Address	
Company Phone Number	
Company Website	
Company Fax Number	

By signing below I certify that:

I am authorized to bid on my company's behalf.

I am not currently an employee of Boulder County or BCHA.

None of my employees or agents is currently an employee of Boulder County or BCHA.

I am not related to any Boulder County or BCHA employee or Elected Official.

I am not a Public Employees' Retirement Association (PERA) retiree.

**Signature of Person Authorized to Bid on
Company's Behalf**

Date

Note: If you cannot certify the above statements, please explain in the space provided below.

**ATTACHMENT B
Pricing & Bid Sheet**

**RFP # 6802-18
HQS INSPECTION SERVICES**

Rates for Inspection Services:

	Initial Inspections	Annual Inspections	Biennial	Special	Quality Control	No Shows	No Adults Present	Refusal to Allow Entry
Price per service								

Rates for additional services:

	Rent Reasonableness	Utility Allowance Studies	Other Reimbursable Expenses
Price per service			

Other Notes or information as applicable:

ATTACHMENT C
Sample Contract

**BOULDER COUNTY HOUSING AUTHORITY
CONTRACT WITH [NAME OF CONTRACTOR]**

THIS CONTRACT (the "Contract") is entered into between the Housing Authority of the County of Boulder, Colorado, a public body, corporate and politic (the "Boulder County Housing Authority" or "Authority"), and [Contractor Name], a [Contractor Entity Type] (the "Contractor") (each, a "Party" and, collectively, the "Parties").

In consideration of the rights and obligations specified below, the Authority and the Contractor agree as follows:

1. **Incorporation into Contract:** The following documents (the "Contract Documents") are each expressly incorporated into this Contract by this reference:
 - a) Boulder County Housing Authority Request for Proposals No. [redacted] together with any alterations and/or modifications (the "RFP"); [if applicable]
 - b) Contractor's proposal in response to the RFP (the "Proposal"); [if applicable]
 - c) The scope of work, attached hereto as Exhibit A (the "Scope of Work"); [if applicable]
 - d) The budget, attached hereto as Exhibit B (the "Budget"); and [if applicable]

In the event there is any inconsistency between any of the Contract Documents and this Contract, the terms of this Contract shall control.

2. **Work to be Performed:** Contractor shall faithfully perform the work and services specified and contemplated by this Contract and the Contract Documents in accordance with the standards of care, skill, training, diligence, and judgment provided by highly competent individuals performing work and services of a similar nature and, at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing such work (the "Work"). The Contractor shall perform the Work in strict accordance with the Contract Documents and this Contract.
3. **Term of Contract:** This Contract shall begin and become effective once executed by each of the Parties, as reflected on the signature page of this Contract (the "Effective Date"). Under this Contract, the Contractor shall begin Work on [Start Date] and shall continue through [End Date].
4. **Payment for Work Performed:** In consideration of the Work to be performed by the Contractor, and subject to the right of the Authority to terminate this Contract as provided herein, the Authority shall pay to the Contractor, in accordance with the Contract Documents, an amount not to exceed \$[Contract Amount] [Terms of Payment. e.g. on a time and materials basis in accordance with the Budget and Fee Schedule, upon completion of the Work].
 - a. **Invoicing:** The Contractor shall submit an invoice to the Authority by the last working day of the month following the completion of work.
 - b. **All invoices submitted require the following components:** Contractor's name and address (which must match the submitted W-9 or W-9 with remit address), payment remittance address, payer name and address, date of invoice, invoice number, brief description of services, dates of services, and total amount due.
 - c. Send completed invoices via email to: [enter email address of staff person who will approve the invoice]

- d. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment.
- e. The Authority reserves the right to recoup any damages incurred as a result of Contractor's failure to submit invoices pursuant to the terms of this paragraph.

5. Extension and/or Renewal of Contract Term:

- a. The Authority, in its sole discretion, may elect to extend the term of this Contract. In the event the Authority elects to exercise this right, it shall send written notice to Contractor, pursuant to the notices provision of this Contract ("Notice"), of its intent to extend the term of the Contract. Such Notice shall set forth the length of the extension.
- b. Upon mutual written agreement by the Parties, this Contract may be renewed for four additional one-year periods during which time this Contract shall be in full force and effect, subject to the termination provisions of this Contract. If this option to renew is exercised, the Parties shall execute a written agreement no later than thirty (30) days before the expiration of this Contract or any subsequent renewals.
- c. All of the provisions of this Contract shall remain in full force and effect during any extension or renewed term except that the scope of services and compensation to be paid to Contractor during any extension or renewed term shall be mutually agreed upon prior to the commencement of any extension or renewed term. The agreed upon scope of services and compensation shall be reduced to writing, signed by both Parties, and attached to the contract effectuating the renewal.
- d. **TEN CALENDAR DAYS BEFORE THE COMMENCEMENT OF ANY EXTENDED OR RENEWAL TERM, THE CONTRACTOR SHALL SUBMIT TO THE AUTHORITY PROOF OF INSURANCE AS REQUIRED IN THIS CONTRACT.**
- e. Should the Parties fail to agree upon the scope of services or compensation to be paid to Contractor for any extension or renewed term, or should Contractor fail to submit the required documents within the time period specified in Extension and/or Renewal of Contract Term, paragraph 5(d), then this Contract shall terminate at the end of the then current term and no extension or renewal of the term of the Contract shall occur.

6. Quality of Performance: The Contractor shall perform the Contract in a manner satisfactory and acceptable to the Authority. The Authority shall be the sole judge of the quality of performance.

7. Schedule of Work: The Contractor shall perform the Work during the hours designated by the Authority so as to avoid inconvenience to the Authority and its personnel, and interference with the Authority's operations.

8. Indemnity: The Contractor shall be liable and responsible for any and all damages, including actual, special, consequential, and incidental damages, caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless the Authority and the County of Boulder, Colorado, together with their elected and appointed officials, employees, agents and

representatives (the "Indemnified Parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the Indemnified Parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control.

9. **Insurance Requirements:** The Contractor shall procure and maintain at its own expense, and without cost to the Authority, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:

- a. **Commercial General Liability.** This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.
- b. **Automobile Liability.** Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.
- c. **Workers' Compensation and Employer's Liability.** Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.
- d. **Professional Liability (Errors and Omissions).** Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- e. **Privacy / Cyber Liability Insurance (HIPAA Compliance)**
As a provider of a service which may require the knowledge and retention of HIPAA sensitive personal information of clients served, the following minimum insurance limits are required:

Contractors with 10 or fewer clients:	\$50,000
Contractors with 11 – 25 clients:	\$500,000
Contractors with more than 25 clients:	\$1,000,000

The Contractor shall provide Certificates of Insurance to the Authority demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract. The Commercial General Liability certificates shall indicate the Authority, the County of Boulder, the State of Colorado, Aspinwall LLC, Josephine Commons LLC, MFPH Acquisitions LLC, and Kestrel I, LLC as **ADDITIONAL INSURED**s.

The Additional Insured wording should be as follows:

Housing Authority of the County of Boulder, Colorado, a public body, corporate and politic; County of Boulder, State of Colorado, a body corporate and politic; the State of Colorado, Aspinwall, LLC, a Colorado limited liability company; Josephine Commons, LLC, a Colorado limited liability company; MFPH Acquisitions, LLC, a Colorado limited liability company; and Kestrel I, LLC, a Colorado limited

liability company, are named as Additional Insured with respect to General Liability.

Contractor shall forward certificates of insurance directly to:

Boulder County Housing Authority
Attn: HHS Contract Manager
P.O. Box 471
Boulder, CO 80306
HHScontracts@bouldercounty.org

Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the Authority, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the Authority of any cancellation, suspension, and/or nonrenewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

Please forward certificates to the Authority representative named above.

- 10. Nondiscrimination:** The Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, *et seq.*, as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices. The Authority prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable federal, state or local law and the Boulder County Policy manual (of which is available upon request).
- 11. Nondiscrimination Provisions Binding on Subcontractors:** In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.
- 12. Information and Reports:** The Contractor shall provide to authorized governmental representatives, including those of the Authority, the County of Boulder, the State of Colorado, and the Federal Government, all information and reports which they may require for any purpose authorized by law. The Contractor will permit such authorized governmental representatives access to the Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor shall so certify to the Authority, and shall explain what efforts it has made to obtain the information.
- 13. Independent Contractor:** The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of the Authority for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully

responsible for their actions.

Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from the Authority, its appointed officials, agents, or any program administered or funded by the Authority. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.

14. Termination and Related Remedies:

- a. The other provisions of this Contract notwithstanding, financial obligations of the Authority payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. The Authority is prohibited by law from making financial commitments beyond the term of its current fiscal year. The Authority has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of the Authority as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the Authority shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor pursuant to paragraph 15, and will be released from any and all obligations hereunder. If the Authority terminates the Contract for this reason, the Authority and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the Authority shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the Authority has made payment prior to providing written notice to the Contractor of the termination.
- b. Notwithstanding anything in this Contract to the contrary, the Authority may terminate this Contract, either in whole or in part, for any reason, whenever the Authority determines that such termination is in the Authority's best interests. Such termination shall be in the Authority's sole discretion and shall be effective after the Authority provides seven (7) days written Notice to the Contractor.
- c. In the event the Authority exercises the termination rights specified in this Contract, this Contract shall cease to be of any further force and effect, with the exception of all remedies which are specified herein and may otherwise be available to the Parties under the law, and with the exception of any rights or liabilities of the Parties which may survive by virtue of this Contract.

15. Notices:

- a. For purposes of the Notices required to be provided under this Contract, all such Notices shall be in writing, shall be signed by a person duly authorized to provide such notice, and shall be given by (i) first class registered or certified mail, (ii) facsimile transmission, or (iii)

electronic mail, read receipt requested, to the following representatives at the following addresses:

For the Authority: Executive Director
Boulder County Housing Authority
P.O. Box 471
Boulder, CO 80306
Fax: 720-564-2283
HHScontracts@bouldercounty.org

With a Copy to: County Attorney's Office
P.O. Box 471
Boulder, CO 80306
Fax: 303-441-4794
ca@bouldercounty.org

For the Contractor: [Title of Name]
[Contractor's Name]
[Mailing Address]
Fax: [Fax Number]
[Email Address]

- b. All notices shall be deemed sufficient (i) upon receipt after dispatch by registered or certified mail, (ii) upon confirmation of receipt when transmitted by facsimile transmission, or (iii) upon confirmation of receipt when transmitted by electronic mail.

16. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the Authority receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

17. Prohibitions on Public Contract for Services:

Pursuant to C.R.S. § 8-17.5-101, *et seq.*, as amended, the Contractor shall meet the following requirements prior to signing this Contract (public contract for services) and for the duration thereof:

- a. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- b. The Contractor shall not enter into a contract with a 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 public contract for services.

- c. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- d. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- e. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the Authority within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the Notice required pursuant to the this Contract, 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.
- f. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- g. If Contractor violates any provisions of this Section of this Contract, the Authority may terminate this Contract for breach of contract. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the Authority.

18. Amendments: This Contract may be altered or amended only on the mutual agreement of the Authority and the Contractor by a duly executed written instrument.

19. Assignment: This Contract shall not be assigned or subcontracted by the Contractor without Notice of prior written consent by the Authority.

20. Complete Agreement/Binding Effect: This Contract represents the complete agreement between the Parties hereto and shall be fully binding upon the successors, heirs, and assigns of the Parties, if any, during the term hereof.

21. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the Parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the Parties in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts or within courts of the United States District Court for the District of Colorado, if appropriate.

22. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

23. Termination of Prior Agreements: This Contract supersedes, as of the Effective Date, all prior

agreements between the Parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

- 24. Invalidity Provision:** Should any of the provisions of this Contract be held to be invalid or unenforceable, then the balance of the agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the agreement or be of substantial nature, then the Party or Parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this Contract, forthwith.
- 25. No Third Party Beneficiary:** The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the Authority and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the Parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
- 26. Headings:** Headings in this Contract are for convenience or reference only and shall not be used in the interpretation or construction of this Contract.
- 27. Government Immunity:** Nothing in this Contract shall be construed in any way to be a waiver by the Authority or the County of Boulder, Colorado, of their immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.
- 28. Representations and Warranties:** Contractor represents and warrants the following to the Authority, as a material inducement to the Authority to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the work.
- a. Execution of this Contract and performance thereof is within the Contractor's duly authorized powers;
 - b. Any individual executing this Contract is authorized to do so by the Contractor;
 - c. The Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the project; and
 - d. The Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the work and perform all obligations under the Contract.
- 29. No Waiver; Remedies:** No failure on the part of any of the Parties to exercise, and no delay in exercising, and no course of dealing with respect to, any right, power, or privilege under this Contract shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power, or remedy under this Contract preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. The remedies provided herein are cumulative and not exclusive of any remedies provided by law.
- 30. Intellectual Property:** The Contractor and the Authority hereby acknowledge and agree that the Authority shall be the exclusive owner of any and all intellectual property arising out of the Work, including without limitation any and all rights, privileges and priorities arising under the laws or

treaties of the United States, any state, territory or possession thereof, any other country or political subdivision or territory thereof, relating to intellectual property, including but not limited to patents, copyrights, trade names, trademarks, trade secrets, inventions, databases, names and logos, customer data, performance data, and other proprietary information and licenses from third persons granting the right to use any of the foregoing, including all registrations and applications for any of the foregoing that have been issued by or filed with the appropriate authorities, any common-law rights arising from the use of the foregoing, all rights of renewal, continuations, divisions, extensions and the like regarding the foregoing, and all claims, causes of action, or other rights arising out of or relating to any actual or threatened litigation.

- 31. No Suspension or Debarment:** Contractor certifies that neither it nor its Principals (as defined at 49 C.F.R. §29.105) or any of its subcontractors is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State of Colorado department or agency.
- 32. Incorporation of Funding Source Terms and Conditions:** The terms and conditions of the award letter dated [Date] from [Name of Granting Entity] to the Authority, including all express or implied requirements pursuant to state or Federal regulations contained therein, are hereby incorporated into this Contract and are applicable to the Contractor as if to the Authority.
- 33. Counterparts:** This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original and all of which together shall be deemed to be a single agreement.
- 34. Electronic Signatures and Electronic Records:** Each of the Parties consents to the use of electronic signatures by each of the other Parties. The Contract, and any other documents requiring a signature hereunder, may be signed electronically by any of Parties in the manner specified by such signing Party. The Parties agree not to deny the legal effect or enforceability of the Contract solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Contract in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

AUTHORITY

Signature

Date

Printed Name

Title

Attest:

Signature

Date

Printed Name

Title

CONTRACTOR

Signature

Date

Printed Name

Title

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with the Housing Authority of the County of Boulder, Colorado, a public body, corporate and politic, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://e-verify.uscis.gov/enroll/>.