



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

**REQUEST FOR PROPOSAL  
COVER PAGE**

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RFP Number:	<b>7131-20</b>
RFP Title:	<b>Landscaping Services for select BCHA Properties</b>
RFP Questions Due:	March 30, 2020 – 2:00 p.m.
Submittal Due Date:	April 8, 2020 – 2:00 p.m.
Email Address:	<a href="mailto:purchasing@bouldercounty.org">purchasing@bouldercounty.org</a>
Documents included in this package:	Proposal Instructions Terms and Conditions Specifications Insurance and W-9 Requirements Submittal Checklist Evaluation Criteria Sustainability Questionnaire Signature Page Sample Contract



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## **PROPOSAL INSTRUCTIONS**

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### **1. Purpose/Background**

Boulder County Housing Authority (BCHA) was established in 1975 to promote and provide quality, affordable housing for lower-income families, older adults and individuals with disabilities. BCHA currently operates over 800 units of housing in Boulder County.

Contractor will provide comprehensive landscaping and grounds maintenance services to BCHA properties. Contractor shall have a minimum five (3) years' experience providing landscaping services of native plants, trees, scrubs, etc. indigenous to Colorado.

The Scope of Work outlined below will be applicable to and an explicit part of any contract awarded as a result of this RFP.

#### **A. GENERAL CONTRACTOR REQUIREMENTS**

1. Upon execution of the Contract, the Authority shall schedule an orientation meeting with the Contractor to discuss the specific requirements per site.
2. Contractor shall provide at Contractor's own risk all labor, materials, tools, equipment, insurance, transportation, hauling, dumping, and all other items needed to provide the services outlined in this Scope of Work.
3. Contractor shall take all reasonable precautions required to protect landscape areas from equipment damage.

### **2. Written Inquiries**

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) on or before 2:00 p.m. **March 30, 2020**. A response from the county to all inquiries will be posted and sent via email no later than **April 1, 2020**.

Please do not contact any other county department or personnel with questions or for information regarding this solicitation.

### 3. Submittal Instructions

Submittals are due at the Boulder County Information Desk or email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on April 8, 2020.**

**Your response can be submitted by email only. Please note that email responses are limited to a maximum of 50MB capacity. NO ZIP FILES ALLOWED. Electronic submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email 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.**

Email [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org); identified as **RFP # 7131-20** in the subject line.

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 proposer 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 proposer.

The Boulder County Housing Authority 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 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.



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## **TERMS AND CONDITIONS**

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1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
2. Each proposer will furnish the information required in the Request for Proposals.
3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
4. The Boulder County Housing Authority and County of Boulder reserve the right to reject any or all proposals and to waive informalities and minor irregularities in proposals 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 will be withdrawn for a period of thirty (30) days subsequent to the opening of proposals without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful proposer 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 ensure that the proposal arrives at the Boulder County Information Desk prior to the time indicated in the "Request for Proposals."
8. The proposed price will 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 will 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 will 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 proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**

**The Boulder County Attorney's Office retains sole authority for determining whether the Colorado Open Records Act requires or permits Boulder County to disclose proposal or bid documents, or any information contained therein, pursuant to an open records request.**

11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Proposers 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. Proposers 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 will 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/>.



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## **SPECIFICATIONS**

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### **LANDSCAPE MAINTENANCE SPECIFICATIONS**

1. Upon selection of a Contractor(s), discussions will be made about the specific requirements per site.
2. Contractor shall provide regular, weekly landscaping maintenance services as outlined herein. Aeration, fertilization and weed control will be completed upon request from BCHA.
3. Contractor shall examine the landscape on a weekly basis to identify any problems or potential problems with the landscape.
4. Contractor shall provide at Contractor's own risk all labor, materials, tools, equipment, insurance, transportation, hauling, dumping, and all other items needed to provide the services outlined in this Scope of Work/Specifications.
5. Contractor shall take all reasonable precautions required to protect landscape areas from equipment damage.
6. For mowing, weed control, aeration & fertilization, prices should be bid per event.
7. Bid prices for shrubs should be provided to complete the work on the entire site. Shrubs will be trimmed twice per season. Decorative grasses will be trimmed in the spring. Replacement of plants, trees, sod, mulch/decorative rock, and groundcover shall include a cost of materials, time and labor inclusive of hourly rates. Approval of billable work is to be obtained before work begins.
8. Contractor shall make minor replacements and repairs to the landscape facilities as part of the required maintenance work. A minor item would be something that takes less than thirty (30) minutes to repair by skilled workmen, using minimal replacement parts. The following is a non- exhaustive list of items that are minor replacement or repairs: damaged and clogged sprinkler nozzles, adjustment of sprinkler patterns or arcs, adjustment of sprinkler positions (raise, lower or straighten sprinkler head), replacement of clogged, broken, or missing drip emitters, and replacement or repositioning of drip distribution tubing. Contractor will notify BCHA of all necessary repairs and if approved, BCHA will cover cost of all repairs. Major items needing replacement or repair must be reported to the Housing Maintenance Supervisor within one week of occurrence. Contractor shall be available to perform additional work related to the landscape maintenance as may be authorized in writing by the Housing Maintenance Supervisor. Such work shall be non-minor

items relating to landscape care, which are not a part of the normal maintenance work as outlined in this specification.

9. NOTE: replacement of plants, trees, sod, mulch/decorative rock, and groundcover shall include a cost of materials, time and labor inclusive of hourly rates. Approval of billable work is to be obtained before work begins.

## **B. LAWNS**

1. The exact mowing season will depend on weather, but will typically begin on May 1st and end as of October 15th for a total number of 25 events for a full mowing season. Contractor will only be paid for actual work completed over the course of the mowing season.
2. BCHA will notify Contractor as to when to start and end the mowing season.
3. Mow, edge, and trim lawns weekly or as required to maintain an even, well-groomed appearance.
4. Lawns shall be kept in a healthy, vigorous condition, free of disease and pests.
5. Lawn height shall not exceed 4 inches at any time.
6. Prior to mowing, Contractor shall ensure that the area to be mowed is cleaned and free from all debris (paper, stone, bottles, tree limbs, etc.) All debris shall be disposed of off-site by Contractor in a legal manner.
7. The turf shall be mowed with mowing equipment that has proper deflection devices, adjustable cutting heights, and sharp cutting edges to provide a high quality cut at 2 ½- 3 inch height. Mowing equipment shall be operated at an optimum speed that produces a smooth surface appearance without scalping. Mowing that produces varying heights of turf will be considered unsatisfactory. Mowing patterns shall be alternated to avoid creating ruts and compaction.
8. Sweep or blow off all sidewalks/entry ways/parking areas after each mowing event.
9. Edging at sidewalks, curbs, and other paved areas located on and surrounding the designated mowing areas shall be done directly following or in conjunction with the mowing operation.
10. Contractor is encouraged to use mulching mowers, which cut clippings into small pieces that sift down into the lawn when not required to pick up.
11. Weeding services shall be provided twice per season to ensure that weeds do not become established. Whenever possible, weed control shall be by mechanical or manual methods.
12. Weeds shall be controlled in lawn areas as noted in the Weed Control section.
13. Any lawn found to be dead or severely yellowed shall be replaced with sod of identical species at the landscape maintenance Contractor's expense, unless the loss was due to excluded damage. If the loss resulted from excluded damage, replacement shall be paid for as additional work. Before replacement, Contractor shall submit a quote for replacement, as outlined in the Schedule and Frequency section of these specifications, within two (2) weeks of the discovery of the loss. Replacement sod shall be similar in all respects to the existing grass. Do not seed dead lawn areas. Sod must be used for replacement, unless directed, in writing, by the Housing Maintenance Supervisor.

## **C. FERTILIZER**

1. Granular fertilizer shall be applied at the manufacturer's recommendation label rate for turf and plant type. Water immediately after applying to move the fertilizer into the soil and wash the fertilizer off any plant surfaces. MSDS sheets to be provided to the Housing Authority.
2. Itemized receipts for fertilizer and other required soil amendments purchased and used by

Contractor shall be submitted to show Housing Maintenance Supervisor as proof of application. The cost of all fertilizer work and materials shall be included in the proposal price for landscape maintenance.

**D. MULCH AND/ROCK LAYER**

1. Soil mulch and/or rock layer shall be cared for as needed to create and maintain an even and uniform appearance over the visible soil surface of each planter area.
2. Contractor shall add additional mulch and/or decorative rock regularly to maintain a layer no less than 2 inches deep at all times in shrub planters. Decomposition of organic mulch is considered normal wear and tear and Contractor shall replace decomposed mulch as part of the required maintenance work. Mulch and/or decorative rock are not required in areas where plant foliage completely covers the soil surface, such that the soil is not visible through the foliage. Note: only 2 inches of mulch is required; however, maintaining a deeper layer of mulch and/or decorative rock greatly reduces the labor and chemicals needed to control weeds, reduces water use, and helps the plants stay healthy.
3. Replacement of large amounts of mulch and/or decorative rock (over one cubic yard) which has been stolen, vandalized, or washed away by a single storm shall be paid as additional work. Before replacement, Contractor shall submit a quote for replacement, as outlined in the Schedule and Frequency section of these specifications, within two (2) weeks of the discovery of the loss.
4. Any mulch or decorative rock found outside planter areas shall be returned to the planter on a weekly basis.
5. Mulch and/or decorative rock shall be uniform in color and appearance and free of leaves, sticks, and trash. Mulch may be chipped or shredded wood, bark, or decorative rock. When replacing existing mulch, use a mulch product that is similar in appearance to that already at the site.
6. In areas of the site where wood-based mulch frequently washes away, submit a quote for replacement of the organic mulch with decorative rock having a similar color.
7. Replacement rock shall be the same size and color as existing decorative rock on site.

**E. WATER APPLICATION AND SCHEDULING**

1. It is the responsibility of Contractor to conserve water and assure that all watering rules and regulations are followed. Contractor shall coordinate with the Housing Operations Manager to establish a mowing and water schedule that coincides with respective jurisdiction's irrigation water ordinances.
2. Irrigation shall be made by the use of the permanent irrigation systems. Hand water as needed to supplement the permanent system. Failure of the irrigation system to provide full and proper coverage shall not relieve the Contractor of the responsibility to provide adequate irrigation. It is Contractor's responsibility to make sure that the irrigation system is maintained and operated properly.
3. Contractor is responsible for the complete operation and maintenance of the irrigation systems. Contractor shall examine the irrigation system for damage or malfunction on a regular basis. Contractor shall be responsible for all damages to grass/plants from the lack of watering from a malfunctioning system that should have been caught during routine inspections.
4. Contractor shall adjust watering times on a regular basis to ensure adequate irrigation. Do not over-water plantings. Use multiple-start times and short-run times to prevent run-off if controller is capable. Drip systems should be left on for sufficient time to allow for saturation



of the root zone. Shorter runs with drip irrigation do not provide sufficient water penetration for healthy root development. Avoid multiple-start times with drip systems if possible. Do not allow run-off from any irrigation.

5. When breakdowns or malfunctions exist, Contractor shall hand-water, if necessary, to maintain all plant material in a healthy condition. If the irrigation repairs are major, Contractor shall report damage or malfunction to the Housing Operations Manager in writing. Do not wait for approval to begin hand-watering if it is required to save the plantings.

**F. IRRIGATION SYSTEM SCHEDULED/ROUTINE MAINTENANCE**

1. Each valve zone shall be monitored on a weekly basis during the irrigation season for signs of damage.
2. The landscape maintenance Contractor shall maintain the irrigation system, including cleaning of filter screens, yearly or more often as needed, and flushing pipes.
3. The landscape maintenance Contractor shall flush drip irrigation systems to remove sediment on a periodic basis, or when flushing is necessary. Drip systems shall be flushed at least once a year. When flushing, the ends of the drip lines should be opened and run for at least 10 minutes at full flow to flush. It may be necessary to install flush outlets in order to flush the drip system.
4. Run-off of water from irrigation systems into or onto streets, sidewalks, stairs, or gutters is not permitted. Contractor shall immediately shut down the irrigation system and make adjustments, repairs, or replacements as soon as possible to correct the source of the run-off.

**G. IRRIGATION SYSTEM REPAIR**

1. The landscape maintenance Contractor shall replace or repair, any damaged irrigation components. Repair shall be made within one (1) week of the day the damage occurred. If the damage was due to excluded damage, the irrigation repairs shall be paid for as additional work. Before replacement, Contractor shall submit a quote for replacement, as outlined in Schedule and Frequency section of these specifications, within one (1) week of the discovery of the damage. Regardless of the cause of damage, Contractor shall take immediate action to prevent further damage by shutting off the damaged part of the irrigation system and commencing with hand-watering as needed. Contractor will notify BCHA of all necessary repairs and if approved, BCHA will cover cost of all repairs. Contractor shall make repairs as soon as possible after receiving written authorization to proceed. The following items are considered to be repairs: damaged heads, valves, wiring, broken irrigation lines, or missing drip emitters.
2. Any replacement of irrigation system components shall be made with materials of the same manufacturer and model as the original equipment. Substitutions of materials other than original equipment shall be approved only when the original equipment has been discontinued and is no longer available for purchase at any location. The substituted equipment shall be completely compatible with the original and shall be approved in advance by the Housing Maintenance Supervisor.
3. All repairs to the system shall be identical to the original installation, unless approved otherwise in advance by the Housing Maintenance Supervisor. If a change to the installation may result in lower future maintenance costs, less frequent breakage, or an increase in public safety, Contractor shall request authorization to make the change from the Housing Maintenance Supervisor.

4. For safety, never install sprinklers on risers above the ground level, even if the risers are flexible. Always use spring-operated, pop-up type sprinkler heads. Sprinkler heads are available with pop-up heights up to 12 inches above ground level. If the existing sprinklers are mounted on aboveground risers, the replacements shall be pop-up type sprinklers.
5. Contractor shall check the entire irrigation system weekly for items such as dry spots and missing or malfunctioning irrigation components. Check for leaking valves, water running across sidewalks, water standing in puddles, or any other condition that hampers the correct operation of the system or may be a safety concern. Contractor shall carefully observe plant materials for signs of wilting or any other condition that indicates a lack of water. Plants that die due to irrigation failure shall be considered to have died due to Contractor's negligence and shall be replaced at Contractor's expense.
6. Plastic sprinkler nozzles with bad patterns shall be replaced with new nozzles of the same gallonage and arc as part of the regular maintenance of the sprinkler system. Do not attempt to clean plastic nozzles by sticking knife blades or wire into the openings. The plastic may be scratched, and the pattern ruined. Brass nozzles may be carefully cleaned if needed.

#### **H. SHRUBS, VINES AND GRASSES**

1. Shrubs and vines shall be kept in a healthy, vigorous condition, free from disease and large concentrations of pests.
2. Shrubs shall be pruned twice annually as needed to remove branches that are dead, broken, extending beyond the face of curbs or sidewalks, or are climbing building walls. Formal hedges and topiary shall be pruned to maintain a uniform height and width.
3. Shrubs uniformly planted in rows, where it is clear the intent was to create a hedge, shall be pruned so as to encourage a hedge. Shrubs in hedges shall be encouraged through pruning to form a dense, continuous hedge branching fully to the ground. All other shrubs shall be pruned only as required for safety, visibility, and plant health, and allowed to develop into the natural shapes expected of the plant variety.
4. Any shrub found to be dead or missing shall be replaced with plant material of identical species; replacement shall be paid for as additional work. Before replacement, Contractor shall submit a quote for replacement, as outlined in the Schedule and Frequency section of these specifications, within two (2) weeks of the discovery of the loss.
5. Replacement shrubs shall be at least five-gallon container or 18 inches in height when planted, unless otherwise approved by the Housing Maintenance Supervisor. Two slow-release fertilizer tablets must be placed in the backfill material evenly spaced around, but not touching, the root ball.
6. The cutting blades on pruning shears, clippers, blades, saws, etc. shall be sterilized between every three shrubs to minimize the possibility of spreading disease. When pruning shrubs known or suspected to be diseased, the cutting blades shall be sterilized after each cut. Sterilize blades by dipping them in a solution of 1 part bleach and 9 parts water or heavily spray them with a disinfectant spray, such as Lysol. After dipping or spraying, wait 20 seconds before using again.
7. Grasses will be trimmed to the base in the early spring any grass that has outgrown its space will be separated.
8. Discard all trimmings off-site in a legal manner.

#### **I. WEED CONTROL**

##### **Pre-Emergent Control**

1. All areas dressed in decomposed granite or natural ground shall be treated with pre-

- emergent herbicide twice yearly: in spring and fall. The pre-emergent must be applied within the specifications of the product.
2. All areas dressed in mulch will be treated with pre-emergent herbicide twice yearly: in spring and fall. The pre-emergent must be applied within the specifications of the product. Use of products to maintain the preservation of the plants in this area.

#### Post Emergent Control

1. All areas shall be kept free of weeds. Chemical and/or mechanical means may be used as appropriate. If any weeding is not performed, maintenance will be considered unsatisfactory.
2. Before applying herbicides, the type of weed shall be identified, and the control selected accordingly, using the most effective control for the species, the location and the season. No Round up will be used onsite
3. Weeds shall not be allowed to grow in paved areas such as driveways, walks, curbs, gutters, etc. Weeds may be removed manually or sprayed with a herbicide. Dead weeds shall be removed from the paved areas.
4. The manager/owner shall be provided with the labeling (MSDS) for each herbicide proposed before the product is applied.
5. Post emergent shall be sprayed at the manufacturer's recommended rates.
6. Weeds shall be controlled in turf areas. Mowing is not an acceptable method for weed control.

#### **IV. Invoicing**

1. Contractor shall submit monthly invoices to the Authority by the last working day of the month following the month that the work was completed.
2. **All invoices submitted require the following components:**
  - a. Contractor's name and address (which must match the submitted W-9 or W-9 with remit address)
  - b. payment remittance address
  - c. payer name and address
  - d. date of invoice
  - e. invoice number
  - f. brief description of services provided
  - g. dates of services
  - h. site location
  - i. itemization of services, parts and labor (including quantities and unit prices)
  - j. total amount due
  - k. lien waiver on all projects above \$5,000.00
3. Failure to submit invoices in a timely manner may cause a delay in payment.
4. The Authority reserves the right to recoup any damages incurred as a result of Contractor's failure to submit invoices in a timely manner.
5. If Contractor is asked to return to a site to address items not completed per scope and/or due to service quality issues, BCHA will not be responsible for incurring additional charges.
6. With prior written notice, BCHA reserves the right to modify the service levels requested at each location. BCHA will communicate and coordinate with the Contractor in the event that service levels will change.

#### **SCOPE OF WORK**

## **TENTATIVE MONTHLY MAINTENANCE CHECKLIST**

Contractor shall complete all the applicable items listed for the current month prior to the end of the month, dependent on weather conditions.

### **April**

- Charge irrigation system for upcoming season depending on day and night time temperatures. Keep backflow preventer insulated to prevent freezing and damage due to cold nighttime temperatures. Flush out irrigation systems as needed and check for proper operation of each valve zone.
- Remove and clean filter screens.
- Clean or replace plugged sprinkler nozzles. Replace plugged drip emitters.
- Replace irrigation controller program back-up batteries.
- Start irrigation watering as needed depending on weather conditions.

### **May**

- Apply fertilizer to all landscape plants, shrubs, trees, and turf areas. The May fertilization of shrubs/groundcover areas may be deleted when the plants reach maturity or completely fill the planters without space between them.
- Submit receipts to Housing Maintenance Supervisor as proof of fertilizer purchase.
- Clean all tree and shrub wells to hold water. Inspect all drip lines within well areas and when necessary bury to at least two (2) inches in-depth.
- Prune spring & winter-flowering shrubs as needed to maintain proper shape.
- Apply a Pre-Emergent herbicide to all rock and mulch areas.

### **June**

Add new mulch to planters where the mulch depth has been reduced to less than 2 inches. Mulch shall not be required where shrubs or groundcover completely hide the soil surface from view.

### **September**

- The September fertilization shall consist of a winter root fertilizer to promote healthy strong roots to the turf areas for the upcoming winter.
- Prune any tree branches that interfere with public safety. Prune all parking lot and street trees yearly to encourage strong upward growth.
- Prune summer and fall-blooming shrubs as needed to maintain proper shape.

### **October**

- Prepare irrigation system for winter depending on day and nighttime temperatures. Make sure backflow preventer is well insulated or drained prior to first freeze. Blow out pipes using compressed air in areas where freezing could result in breakage.

### Lawn Care/Landscaping Rate Sheet

Name/Address	City/Zip	Lawn Care Rates (per event)				Per Event Cost	Per Event Cost
		Mowing	Aeration*	Fertilization*	Weed Control* (up to twice per season)	Routine Sprinkler Maintenance (includes start-up and winterization) (up to twice per season)	Pruning Shrubs/Grasses* (up to twice per year)
1314 Baseline (services only upon request at this site)	Lafayette 80026						
Aspinwall (AW) 731 Excelsior Pl	Lafayette 80026						
AW Retention Pond	Lafayette 80026						
Josephine Commons (JC) 455 N. Burlington Ave	Lafayette 80026						
JC Retention Pond	Lafayette 80026						
Lafayette Villa West 300, 350, 450, 525, 550	Lafayette 80026						
Lafayette Villa West II 490-558 S Carr Ave	Lafayette 80026						
Regal Court 256 Regal Pl/1899 Regal Ct (12 bldgs & 40 units)	Louisville 80027						
Regal Square 255 Regal St (30 units)	Louisville 80027						
Kestrel 1130 South Kestrel Lane	Louisville 80027						

\*Services to be completed only at the request of BCHA staff.

Hourly rate for irrigation services (upon request): \_\_\_\_\_

Hourly rate for additional mowing and landscaping services (upon request): \_\_\_\_\_



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## **INSURANCE AND W-9 REQUIREMENTS**

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### **INSURANCE REQUIREMENTS**

**General Liability**                      \$1,000,000 Each Occurrence  
  \$2,000,000 General Aggregate  
  \$2,000,000 Products Completed Operations Aggregate  
  3 years Products/Completed Operations

***\*Certificate of Insurance MUST indicate herbicide/pesticide liability coverage.***

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

### **Worker's 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.

**In regards to General Liability, Umbrella/Excess Liability, and Pollution Liability:  
If any or all of these coverages are required above, additional insured status will be required at the time a contract is executed.**

**THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: County of Boulder, State of Colorado, a body corporate and politic, is named as Additional insured.**

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.

#### **W-9 REQUIREMENT**

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



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## SUBMITTAL SECTION

The proposer’s attention is especially called to the items listed below, which must be submitted in full as part of the PROPOSAL. Failure to submit any of the documents listed below as a part of your PROPOSAL, or failure to acknowledge any addendum in writing with your PROPOSAL, or submitting a proposal on any condition, limitation or provision not officially invited in this Request for Proposal (RFP) may be cause for rejection of the PROPOSAL.

**THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL PACKAGE:** Proposer will check each box indicating compliance:

INCLUDED	ITEM
	Name and Address of the Partners and Subcontractors if applicable
	A detailed project schedule with an all-inclusive total cost
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the Sample Contract contained in this RFP. Specifically list any deviations and provide justification for each deviation.
	Submit three references for similar projects your company has completed within the last three years and contact information
	Insurance Certificate
	W-9
	Sustainability Questionnaire
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)





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## EVALUATION CRITERIA

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The proposals will be reviewed by a selection committee. The committee may request additional information from vendors or request interviews with one or more vendors. Final evaluation and selection may be based on, but not limited to, any or all of the following:

- Qualifications and experience of the vendor
- Reference checks
- Total cost –or- Proposed pricing
- Ability of the vendor to provide quality and timely products and services

**A scoring matrix with the order and priority of criteria to be used by the county in its evaluation and selection process is shown below:**

<b>Description</b>	<b>Points</b>
Qualifications and experience of the vendor	5
Reference Checks	5
Total cost-or-proposed pricing	5
Ability of the vendor to provide quality and timely products and services	5
<b>Total Possible</b>	<b>20</b>



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

## SUSTAINABILITY QUESTIONNAIRE

Company Name: \_\_\_\_\_ Date: \_\_\_\_\_

This questionnaire is applicable to firms that provide services as well as those that provide goods. Please answer the questions to the best of your ability.

1. What sustainability certifications does your business have? Please check the items that apply:

- B-Corp
- Green Business Bureau
- Fair Trade USA
- Green C Certification
- None
- Other - describe any other certifications your company has related to sustainability.

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2. Does your company have a sustainability vision/commitment/values statement or policy? Please check the items that apply:

- Our sustainability statement/policy describes our company's sustainability initiatives.
- We have formed an oversight committee to ensure the success of our sustainability policy.
- Our sustainability statement/policy describes how our company explores opportunities to work with communities, governments and non-governmental and professional organizations to help articulate, teach and advance the principles of sustainability.

- We are currently in the process of developing a sustainability statement/policy consistent with a commitment to promote environmental, economic, and social sustainability.
- None
- Other - Provide (or supply a link) your company's sustainability statement/policy.

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3. What policies are in place to monitor and manage your supply chain regarding sustainability issues? Please select all that apply:

- We apply sustainability criteria when making purchasing decisions.
- We partner with suppliers who share in our sustainability commitment and/or work with them to reduce the impact to the environment of our resource needs as well as improve worker conditions.
- We purchase "green" (i.e. recyclable, reusable, non-toxic, compostable, fair trade and made from 100% post-consumer recycled materials) supplies, products, and materials.
- We specify locally manufactured products in procuring goods.
- We specify products that use the Electronic Products Environmental Assessment Tool (EPEAT) standards in procuring goods.
- None.
- Other – describe other ways your company monitors and manages your supply chain concerning environmental issues.

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4. Does your company promote sustainable transportation in its operations? Please select all that apply:

- We own, rent, or lease electric fleet vehicles.
- We own, rent, or lease hybrid or natural gas fueled fleet vehicles.
- We encourage carpooling, public transportation, and using other alternative modes of transportation.
- We subsidize public transportation for employees.
- We have an established Green Transportation Plan (must describe below; no additional points awarded for providing this description).
- We are developing a Green Transportation Plan (must describe below; no additional points awarded for providing this description).
- We offer flexible hours, telecommuting, or a compressed work week.
- We utilize teleconference, video conference, WebEx or GoTo Meetings (or other similar conferencing services).

- None
- Other – describe other ways your company promotes sustainable transportation. If applicable, use this space to describe your company’s Green Transportation Plan (whether existing or in development).

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5. What does your company do to minimize the environmental impacts associated with shipping? Please check the items that apply:

- We have established company policies and procedures that minimize the need for shipping in the first place (must describe below; no additional points awarded for providing this description).
- We combine deliveries with customer visits.
- We consolidate deliveries.
- We use bike couriers for local delivery.
- We utilize electronic communications and electronic transfer of documents, such as e-mail, fax and Portable Document Format (PDF).
- We specify products that can be purchased locally within a 500-mile radius of the delivery location in procuring goods.
- We are currently evaluating what the company can do to minimize the environmental impacts associated with shipping (must describe below; no additional points awarded for providing this description).
- Our packaging/shipping materials are reusable.
- Our packaging/shipping materials are made from 100% post-consumer recycled materials.
- N/A
- Other – describe what your company does to minimize the environmental costs associated with shipping. If applicable, use this space to provide required description(s).

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6. Has your company ever been cited for non-compliance of any law, regulation, ordinance, code, rule, standard, or policy regarding an environmental or safety issue? Please check the item that applies:

- No, my company HAS NOT been cited for non-compliance regarding an environmental or safety issue.
- Yes, my company HAS been cited for non-compliance of an environmental or safety issue.
- N/A State the reason, date and outcome of the citation:

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7. What programs do you have, either in place or currently being planned, to promote resource efficiency? Examples include energy or waste audit programs. Please check the items that apply:

- We have an established zero waste program.
- We utilize a facilities energy management system.
- We have adopted a climate action plan.
- We have a water conservation program.
- We have formed a sustainability committee to identify sustainable solutions for our company.
- We are a member of various sustainability organizations.
- We are recognized by peers and environmental organizations for providing leadership in Sustainability.
- None
- Other - what other programs do you have in place or planned for promoting resource efficiency?

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8. If your business's proposal involves the provision of a product, does the manufacturer of the product, whether your business or an outside entity, have a sustainability policy statement? Please check the item that applies:

- No, the manufacturer of the product that I am proposing DOES NOT have a sustainability policy statement.
- Yes, the manufacturer of the product that I am proposing HAS a sustainability policy statement.
- Not applicable.

Provide Sustainability Policy Statement:

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9. If your business's proposal involves the provision of a product, has the manufacturer of the product, whether your business or an outside entity, ever been cited for non-compliance of

any law, regulation, ordinance, code, rule, standard, or policy regarding an environmental or safety issue? Please check the item that applies:

- No, the manufacturer of the product that I am proposing HAS NOT been cited for noncompliance regarding an environmental or safety issue.
- Yes, the manufacturer of the product that I am proposing HAS been cited for noncompliance regarding an environmental or safety issue.
- Not applicable.

Provide reason, date and outcome of the citation:

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10. If your business's bid/proposal involves the provision of a product, has an environmental life-cycle analysis of the product that you are proposing been conducted by a certified testing organization, such as Green Seal, Energy Star, and Cradle to Cradle? Please check the item that applies.

- No, an environmental life-cycle analysis of the product that I am bidding/proposing HAS NOT been conducted by a certified testing organization, such as Green Seal.
- Yes, an environmental life-cycle analysis of the product that I am bidding/proposing HAS been conducted by a certified testing organization, such as Green Seal.
- Not applicable.

Provide certification:

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**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

**SIGNATURE PAGE**

Contact Information	Response
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name, Title, and Email Address of Person Authorized to Contract with Boulder County	
Company Address	
Company Phone Number	
Company Website	

**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.
- None of my employees or agents is currently an employee of Boulder County.
- I am not related to any Boulder County employee or Elected Official.
- (Sole Proprietorships Only) 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 a statement of explanation.

# CONTRACT

DETAILS SUMMARY	
Oracle Contract Number	
<b>Boulder County Housing Authority Contact Information</b>	
Department	Boulder County Housing Authority (BCHA)
Mailing Address	P.O. Box 471, Boulder, CO 80306
Contract Contact	[Project Manager Name and Title] [Project Manager Email] <a href="mailto:HHContracts@bouldercounty.org">HHContracts@bouldercounty.org</a>
Invoice Contact	[Project Manager Email]
<b>Contractor Contact Information</b>	
Contractor Name	[Contractor Name]
Address	[Contractor Mailing Address]
Contact	[Contractor Signatory Name and Title]
Contact Email	[Contractor Signatory Email]
Secondary Contact	[Secondary Contractor Contact, if applicable]
<b>Contract Term</b>	
Start Date	[Start Date]
Expiration Date	[End Date]
Final End Date	[End Date plus 4 years]
<b>Contract Amount</b>	
Contract Amount	[Contract Amount]
<b>Brief Description of Work</b>	
[Brief Description of Work - write out abbreviations]	
<b>Contract Documents</b>	
a. Formal Procurement (RFP/Bid/SOQ) No. [XXXX-XX] (the "Bid Documents") [remove if not applicable]	
b. Contractor's proposal in response to the Bid Documents (the "Proposal") [remove if not applicable]	
c. Project Details, including project-specific terms and a Scope of Work, attached as Exhibit A (the "Scope of Work") [remove if not applicable]	
d. Fee Schedule, attached as Exhibit B (the "Fee Schedule") [remove if not applicable]	
e. [add any additional documents]	
<b>COUNTY INTERNAL USE ONLY</b>	
<b>Purchasing Details</b>	
Bid Number	[XXXX-XX]
BOCC Bid Award Date	[Date formal bid was approved by BOCC]
Bid Process Used	
Purchasing Notes	[Document quotes obtained. Provide justification if lowest-priced vendor was not selected.]
<b>Contract Notes</b> <i>(Additional information not included above)</i>	



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

In consideration of the mutual covenants contained in this Contract, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon Authority and not otherwise contained in this Contract.

2. Work to be Performed: Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.

3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.

4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, Authority will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**.

5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to Authority upon request. Contractor must submit an invoice to the Authority by the twentieth (20th) day of the month following completion of the Work. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, location of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County Housing Authority" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. Email delivery is preferred by the Authority. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. Authority may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. Authority's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.

6. Extra Time to Complete the Work: If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. Authority, in its sole discretion, may grant Contractor additional time to complete the Work and, if so, will provide Contractor with written notice of the amount of extra time granted. Authority granting extra time to complete the Work will not entitle Contractor to additional compensation from the Authority. This Contract will remain in full force and effect during any time period that Contractor is permitted to finish completing the Work.

7. Extension of Contract Term (Additional Work): Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the Authority that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

8. Schedule of Work: Authority may designate the hours (on a daily or weekly basis) during which Contractor can perform the Work, strictly for the purposes of minimizing inconvenience to the Authority and interference with Authority operations. Contractor will otherwise set its own work schedule.

9. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless Boulder County and the Boulder County Housing Authority, their elected officials and appointed department heads, and their employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including 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 Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. Boulder County and the Boulder County Housing Authority will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the Contract Documents is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

10. Nondiscrimination: Contractor will 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 concerning discrimination and unfair employment practices. 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. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. Information and Reports: Contractor will provide to authorized Authority, Boulder County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit access to such representatives to Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the Authority and explain what efforts it has made to obtain the information.

12. Independent Contractor: Contractor is an independent contractor for all purposes in performing the Work. Contractor is not an employee of the Authority for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, Authority will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

13. Termination for Non-Appropriation: The other provisions of this Contract notwithstanding, the Authority is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. Authority has reason to believe that sufficient funds will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, Authority may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.

14. Termination for Breach: Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.

15. Termination for Convenience: Authority may terminate this Contract, in whole or in part, for any reason, upon seven (7) days' advance written notice to Contractor.

16. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, Authority may, at its sole discretion, exercise one or more of the following remedies, which shall survive expiration or termination of this Contract:

a. Suspend Performance: Authority may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the Authority and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the Authority.

b. Withhold Payment Pending Corrections: Authority may permit Contractor to correct any rejected Work at the Authority's discretion. Upon Authority's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the Authority. Upon completion of the corrections satisfactory to the Authority, Authority will remit payment to Contractor.

c. Deny Payment: Authority may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or complete, as determined by the Authority in its sole discretion. Upon Authority request, Contractor will promptly refund any amounts prepaid by the Authority with respect to such non-compliant Work.

d. Removal: Upon Authority 's request, Contractor will remove any of its employees or agents from performance of the Work, if Authority, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

17. Binding Arbitration Prohibited: Authority does not agree to binding arbitration by any extra-judicial body or person.

18. Conflicts of Interest: Contractor must not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.

19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

20. 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, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the Authority receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. Public Contracts for Services (C.R.S. §§ 8-17.5-101, et seq.): Contractor hereby certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and further certifies that it will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract by participating in the E-Verify Program established under Pub. L. 104-28 or the department verification program established under C.R.S. § 8-17.5-102(5)(c). Contractor (i) shall not knowingly employ or contract with an illegal alien to perform work under this Contract; (ii) 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 Contract; (iii) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in the E-Verify program or department program; (iv) is prohibited from using either the E-Verify program or department program procedures to undertake preemployment screening of job applicants while this Contract is being performed; and (v) shall comply with any reasonable request by the department made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5). If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall (a) notify the subcontractor and Authority within three (3) days that Contractor has actual knowledge that subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract if, within three (3) days of receiving notice hereunder, subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly

employed or contracted with an illegal alien. Contractor's violation of this provision will constitute a material breach of this Contract, entitling the Authority to terminate the contract for breach. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the Authority.

22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.

23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the Authority. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the Authority for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract.

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

25. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.

26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

28. Colorado Open Records Act: Authority may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-101, et seq.

29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.

30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the Authority's or Boulder County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

31. Representations and Warranties: Contractor represents and warrants the following:  
a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;

- b. The individual executing this Contract is authorized to do so by Contractor;
- c. 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 Contractor; and
- d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.

32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor's performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes.

33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the Authority if Contractor is served with a pleading or other document in connection with any such action.

34. Tax Exemption: Authority is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the Authority, and the Authority shall not be liable to pay any taxes imposed on Contractor. Authority shall provide its tax exemption status information to Contractor upon request.

35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary **Department** and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.

36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the Authority. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the Authority all right, title and interest in and to any Work Product.

37. Publicity Releases: Contractor will not refer to this Contract or the Authority in commercial advertising without prior written consent of the Authority. This provision shall survive expiration or termination of this Contract.

38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

39. Limitation on Public Statements and Lobbying Activity. During the term of this Contract, Contractor may receive from the Authority its confidential data, work product, or other privileged or confidential information that is protected by law. To maintain the fact and appearance of

absolute objectively, Contractor shall not, without the prior written consent of the Authority, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the Authority. Authority may set reasonable conditions on any disclosure authorized by the Authority under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.

40. Sustainability: Authority encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. “Environmentally preferable purchasing” means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the Authority’s commitment to protecting our air, water, soil, and climate for current and future generations. Authority encourages Contractor to incorporate the following actions into Contractor’s performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainability transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

41. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY’S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR’S LIABILITY SHALL BE VOID.

42. Insurance Requirements: Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the Authority demonstrating adequate insurance coverage as required by this paragraph. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the Authority. Contractor will forward Certificates of Insurance directly to the **Department** at [HHScontracts@bouldercounty.org](mailto:HHScontracts@bouldercounty.org).

a. For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense, and without cost to the Authority, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

i. **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.

ii. **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.

iii. **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.

b. **Authority and Boulder County as Additional Insured:** Boulder County Housing Authority, Boulder County, Aspinwall LLC, Josephine Commons LLC, MFPH Acquisitions LLC, and Kestrel I, LLC shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

**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; 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.*

c. **Notice of Cancellation:** Each insurance policy required by 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, Contractor or its insurance broker shall notify the Authority any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

d. **Insurance Obligations of Authority:** Authority is not required to maintain or procure any insurance coverage beyond the coverage maintained by the Authority in its standard course of business. Any insurance obligations placed on the Authority in any of the **Contract Documents** or mutually agreed upon project-specific documents shall be null and void.

e. **Deductible:** Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

f. **Primacy of Coverage:** Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the Authority.

g. **Subrogation Waiver:** All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against Authority, its organizations, officers, agents, employees, and volunteers.

43. **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. If Contractor, or any of its subcontractors, employees, or authorized agents, is excluded from participation, or becomes



otherwise ineligible to participate in any such program during the term of the Contract, Contractor will provide written notice to the Authority within three (3) days after such event.

44. Payable Costs in the Event of Termination: As set forth herein, the Authority reserves the right to terminate this Contract at any time for either breach or convenience. In the event that the Authority terminates the Contract before its expiration, Contractor shall be entitled to receive payment only for Work satisfactory executed and actual costs incurred prior to delivery of the notice to terminate.

**[Signature Page to Follow]**

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

<b>SIGNED for and on behalf of Contractor</b>	
Signature: SAMPLE CONTRACT. Do not sign.	Date:
Name:	Title:
<b>SIGNED for and on behalf of Boulder County Housing Authority</b>	
Signature:	Date:
Name:	Title:
Attester Signature:	Date:
Name:	Title:
Approved as to Content and Form:	Date: