



INTRODUCTION

The Housing Authority of the County of Adams, State of Colorado (ACHA) is a body corporate and politic that was formed in 1974 to provide federally subsidized housing and housing assistance to low-income families, within Adams County, CO. It is governed by a seven-person Board of Commissioners (BOC) and is subject to the requirements of Title 24 of the Code of Federal Regulations (CFR). Though brought into existence by a resolution of the Adams County Board of Commissioners, ACHA is a separate entity and operates independently of the Adams County, Colorado government.

Currently, ACHA owns and/or manages: (a) 13 multi-family apartment complexes totaling 1,507 units; (b) one single-family home; and (c) administers a total of 1,434 Section 8 vouchers which totals 2,741 units. ACHA currently has approximately 70 employees.

In keeping with its mandate to provide efficient and effective services and a safe environment, ACHA is now soliciting bids for landscaping services from qualified, licensed and insured entities to provide services and products for ACHA owned communities. All bids submitted in response to this solicitation must conform to all of the requirements and specifications outlined within this document in its entirety.

IFB INFORMATION AT A GLANCE

ACHA CONTACT PERSON	Susan Daly E-mail - procurement@achaco.com
HOW TO OBTAIN THE IFB DOCUMENTS ON THE APPLICABLE INTERNET SITE	1. Access www.adamscountyhousing.com 2. Click on "Procurement" tab at the top right to access the notification.
PRE-BID CONFERENCE - Mandatory attendance is not required but highly suggested.	*Tuesday, February 21, 2012 at 10:00 a.m. MST Creekside Place, 9189 Gale Blvd. Thornton, CO 80260 <i>Please be prompt and meet at the Leasing Office.</i>
HOW TO FULLY RESPOND TO THIS IFB BY SUBMITTING A BID SUBMITTAL.	1. As instructed within Section 3.0 of the IFB document, submit 1 copy of your "hard copy" bid documents to ACHA office.
QUESTION AND ANSWER DEADLINE:	Thursday, February 23, 2012 at 2:00 p.m. MST
BID SUBMITAL RETURN, DEADLINE & PUBLIC BID OPENING	*Friday, March 2, 2012 at 2:00 p.m. MST Adams County Housing Authority 7190 Colorado Blvd., Sixth Floor Commerce City, CO 80022 *The proposed costs must be received in-hand and time-stamped by ACHA no later than 2:00 p.m. on this date. PUBLIC BID OPENING will be at 10:00 a.m. MST on Monday, March 5, 2012 in ACHA's 6th Floor Conference Room.
ANTICIPATED AWARD DATE	Thursday, March 8, 2012 Adams County Human Services Building 7190 Colorado Blvd., Sixth Floor, Commerce City, CO 80022

1.0 ACHA'S RESERVATION OF RIGHTS:

- 1.1 ACHA reserves the right to reject any or all bids, to waive any formality in the IFB process, or to terminate the IFB process at any time, if deemed by ACHA to be in its best interests.
- 1.2 ACHA reserves the right not to award a contract pursuant to this IFB.
- 1.3 ACHA reserves the right to terminate a contract awarded pursuant to this IFB, at any time for its convenience upon 14 days written notice to the successful bidder(s) as further described in such contract.
- 1.4 ACHA reserves the right to determine the days, hours, and locations that the successful bidder(s) shall complete the work called for in this IFB.
- 1.5 ACHA reserves the right to retain all bids submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving bids without the written consent of ACHA Contracting Officer (CO).
- 1.6 ACHA reserves the right to negotiate the fees proposed by the bidder entity.

- 1.7 ACHA reserves the right to reject and not consider any bid that does not meet the requirements of this IFB, including but not necessarily limited to incomplete bids and/or bids offering alternate or non-requested services.
- 1.8 ACHA shall have no obligation to compensate any bidder for any costs incurred in responding to this IFB.
- 1.9 ACHA shall reserve the right to at any time during the IFB or contract process prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein. By accessing AdamsCountyHousing.com internet site and downloading this document and the attachments, each prospective bidder is thereby agreeing to abide by all terms and conditions listed within this document, within the attachments and within the noted Internet site, and further agrees that he/she will inform ACHA in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by ACHA that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve ACHA, but not the prospective bidder, of any responsibility pertaining to such issue.

2.0 **SCOPE OF WORK (SOW):** The purpose of this IFB is to select a contractor that will provide full service landscaping care at each of our 13 property sites. A contractor will be selected with a contract period of one (1) year (with the possibility of up to 4 optional renewals).

2.1 **Threshold Skills:**

SPRING/FALL CLEANUP

At commencement of the Contract, Contractor shall perform a spring clean up of dead leaves, weeds (whether it is dead weeds remaining from the previous year or new weeds), rubbish, and other unsightly material on the common areas. Spring clean up is to be complete no later than the 15th of April. In the fall, a final cleanup shall be performed, which shall include, but not be limited to, all dead leaves, including concrete gutters, window wells and under shrubs and bushes. This service shall be performed after all leaves have fallen from the trees, even if additional clean-ups are to be performed in December.

TURF GRASS MANAGEMENT

Contractor shall mow to a height of between two (2) to three (3) inches. All grass clippings will be mulched. Any visible clumps of grass are to be caught and removed. If there are tennis courts and/or pool areas, the Contractor will use special care to avoid grass clippings in these areas. All turf grass shall be mowed weekly from April through September and twice a month in October and November, unless grass is in need of cutting more than twice a month as determined by each property manager. All common areas will be cleared of trash and debris prior to each mowing. The perimeter of all turf areas will be string trimmed weekly. Metal edging of all the concrete walks and concrete gutters are to be performed monthly. The property's well groomed appearance shall be maintained at all times. Walkways, steps, curbs, concrete gutters shall be blown free of clipping and debris following each mowing. The Contractor is responsible and agrees to reimburse owner for any damages caused

to buildings, siding, fences, and railings as a result of damages from string trimmers or other machinery.

Lawn maintenance is to be performed Wednesday through Friday of each week (during the contract). The mowing must be done on one of the three days. The contractor must provide within 1 month of contract execution a schedule by property and the assigned day of the week for that property. Rain delay work must be completed within 24 hours.

BROADLEAF WEED CONTROL

Contractor shall control broadleaf weeds in turf grass, pavement cracks, around buildings and in rock areas by spot treatment on an as needed basis (whether it be a herbicide and/or by used of pre/post emergent herbicides). Should weeds appear after an application of pre/post-emergent herbicide, contractor will apply a subsequent application(s) of pre/post-emergent herbicide at the sole expense of the contractor. The contractor will insure that weeds will not be present in any grassy area, and or any flowerbed areas(s) during the term of the contract term.

BED AREAS

Bed areas shall be kept in a clean and neat appearance from the beginning through the end of the contract period. Bark and rock shall be evenly distributed. If bark or rock needs to be added, contractor shall provide property manager with a bid for such services and receive written approval prior to purchasing or adding additional bark or rock.

TREE AND SHRUB CARE

Contractor shall trim and prune all common area trees (up to 8 feet) and all shrubs, at an appropriate height, monthly during the term of this agreement. Trees are to be trimmed 8 feet above all sidewalks and formal walkways. Tree dishes shall be maintained to provide a neat appearance. Where tree dishes do not exist, Contractor shall sterilized soil, without damaging tree, 12" away from tree to assure that no damaged from "weed-eater" or mowers occurs. Dead grass around the sterilized tress shall be turned one week after the sterilization. If mulch needs to be added to tree dishes, Contractors shall provide owner with a bid for such services. Contractor shall fertilize trees and shrubs by broadcast application no less than once during the terms of this agreement. Wrapping and unwrapping of trees shall be completed at an additional cost upon approval of the Owner. Remove all suckers off tree trunks. Upon commencement of this contract and two (2) weeks prior to planting of flowers, all flower beds must be prepped and turned with peat moss, 3-in-1 fertilizer, and weed control fertilizer.

FERTILIZATION PROGRAM

Contractor shall fertilize turf grass three (3) times during the growing season with a slow-release granular fertilizer, (liquid fertilizer permissible on second application) with the first application to occur in the April period, with the second and third application to occur at intervals of approximately two months and contingent up existing weather conditions. The first application shall include pre-emergent crabgrass and weed control chemicals and the final application shall contain a winterized fertilization formula.

IRRIGATION SYSTEM MAINTENANCE

Irrigation system is to be activated in the spring by the first of April and winterized by the fifteenth of October in the fall. Activation shall include turning on the water system in the spring and making the necessary adjustments to obtain proper coverage. Winterization shall include closing all valves, de-energizing all controls and timers, draining the entire system of all water or liquid and blowing down all water line systems, back flow devices and components with compressed air. It will be the responsibility of the vendor to replace, at the vendors expense, any sprinkler heads that are damaged due to the contractors fault.

Irrigation system shall be inspected weekly to note and correct any problems with time clocks, solenoid valves, wiring, back flow preventers, broken controls, sprinkler heads, and lines, or any sprinkler patterns that need to be altered.

The cost of weekly inspections, altering of sprinkler patterns and resetting time clocks is to be included with submitted bid. The cost of other repairs and replacement parts shall be done on a time and materials basis. The Community Manager shall be notified of, and approve, any labor or material charges prior to the

time of the expense. Any invoices for sprinkler charges shall have the signature of the Community Manager approving the time and material charges. **OWNER SHALL NOT PAY ANY INVOICES FOR SPRINKLER REPAIRS THAT DO NOT HAVE THE COMMUNITY MANAGER'S SIGNATURE ON THE INVOICE, WITH SIGNATURE OBTAINED ON THE DAY THAT THE WORK WAS PERFORMED.**

TRASH SURVEILLANCE

Contractor shall on a weekly basis for the term of this agreement remove trash and litter, including animal excrement, from all common grounds areas, excluding parking areas. Prior to mowing, the trash is to be removed before it is run over by machinery.

2.2 Additional Terms

PERSONNEL & EQUIPMENT

Contractor agrees to furnish all equipment and fully trained personnel necessary to perform the services specified herein and agree to perform said services in a timely, professional, and competent manner. All grounds employees will wear company uniforms while on the property. The contractor may not sub-contract services to a third party without written consent from Community Manager. Contractors shall comply with all OSHA standards.

CONTRACTOR LIABILITY

Damages caused by the Contractor or Contractor's employees while performing the services specified herein shall be the responsibility of the Contractor and limited to the subsequent repair or replacement at owner's option of said damages or damaged property.

CONTRACT TERMS

The terms of this agreement shall be for nine (9) consecutive months beginning on April 1, 2012 and ending on December 31, 2012 unless previously canceled in

accordance with the terms and conditions here-in-set forth. A 14-day written notice from contractor shall be submitted via mail to Mr. James Neville at 7190 Colorado Blvd, 6th Floor, Commerce City, CO 80022, or email address JNeville@achaco.com.

CANCELLATION

The contract covers the period from April 1, 2012 through December 31, 2012. Contract can be canceled by either party only by 14 day written or email notice.

WORKING HOURS & LABOR RATES

Contractor's working hours are seven (7) a.m. to six (6) p.m., Wednesday through Friday. The submitted bid will need to include an hourly rate breakdown for any work not covered during the contract and which can be completed during normal working hours for at the per hour rate for laborers and per hour per rate for supervisor. In addition, bid to include work not covered by the contract to be performed at other than normal working hours and billed at the per hour per laborer and per hour per supervisor.

CONTRACT PRICE AND TERMS

All bids submitted must include a per month rate for nine (9) consecutive months for services and a total contract price. Invoices shall be submitted each month, with ACHA payment terms of net 30. Invoices are to be submitted to the Community Manager in the first week following a month's service. EXAMPLE - The invoice for May service is to be submitted during the first week of June to the Community Manager.

AERATION

Aeration shall take place twice and shall be completed between May and September during the contract period. A plug type aerator shall flag all sprinkler heads and other obstacles and shall be responsible for the repair or replacement of any damaged items that are visible.

TIME & MATERIAL

In the event the Contractor is performing services on a time and material basis, the Contractor's supervisor shall, upon entering the premises, report to the Community Manager and obtain his/her signature or initials upon a time slip which shall show the nature of the services being performed, the equipment, if any, being used, the names of the employees being utilized together with the job classifications. The time shall be totaled upon leaving the premises and the Community Manager's signature shall be obtained on the slip, which shall serve as approval of the work. Any invoices for T&M submitted or payment shall have a copy of the time slips submitted along with the invoice and the Community Managers approval noted thereon. **OWNER SHALL NOT BE REQUIRED TO PAY FOR ANY TIME OR MATERIAL WHEN THIS PROCEDURE IS NOT FOLLOWED.**

SUPERVISION

The contractor shall provide each property manager with the supervisor's name and cell phone number at the commencement of the contract. They are to insure that all the specifics of this contract are followed and adhered to.

2.2 Time-frame: A time frame for contract approval, execution, pre-bid conference, and subsequent notice to proceed will be based on the successful bidder being selected by March 8, 2012.

2.3 **Warranty/Guarantee:** All work provided by any contractor pursuant to any contract that ensues from this IFB shall be warranted or guaranteed by that contractor for a period of time of this the contract.

2.4 **Locations:**

Aztec Villa - 8675 Mariposa St., Thornton, CO 80260
Casa Redonda De Vigil - 1080 West 69th Ave., Denver, CO 80221
Creskide Place - 9189 Gale Blvd., Thornton, CO 80260
Lowell Apartments - 7495 Lowell Blvd., Westminster, CO 80030
Orchard Crossing East & West - 4183 West 72nd Ave., Westminster, CO 80030
Overlook at Thornton - 647 W. 91st., Westminster, CO 80260
Palmer Gardens - 6360 East 63rd Place, Commerce City, CO 80022
Susan Kay - 3145 Craft Way, Westminster, CO 80030
Terrace Gardens - 7100 Hooker St., Westminster, CO 80030
Village of Greenbriar - 8290 Federal Blvd., Westminster, CO 80030
Village at Yorkshire - 10370 Brendon Way, Thornton, CO 80229
Waterview on the Parkway - 1620 Coronado Pkwy, Thornton, CO 80229
Zuni Plaza - 7595 Zuni St., Denver, CO 80221

3.0 **BID FORMAT:**

3.1 **Tabbed Bid Submittal**

All bids submitted in response to this IFB must be formatted in accordance with the sequence noted to be considered responsive. Each category must be separated by numbered index dividers (the number extends so that each tab can be located

without opening the bid) and labeled with the corresponding tab reference which is also noted below. None of the proposed services may conflict with any requirement ACHA has published herein or has issued by addendum.

3.1.1 **Tab 1, Form of Bid:** This form is attached hereto as Attachment A to this IFB document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the bid submittal.

3.1.2 **Tab 2, Profile of Firm Form:** This form is attached hereto as Attachment B to this IFB document. This 2-page form must be fully completed, executed where provided thereon and submitted under this tab, along with the requirement resumes detailed thereon, as a part of the bid submittal.

3.1.3 **Tab 3, Form HUD-5369-B (8/93), *Instructions to Bidders for Contracts, Public and Indian Housing Programs.*** This form is attached hereto as Attachment C to this IFB document. This 2-page form must be read and submitted under this tab along with a signed acknowledgment that the

- bidder has read and understands the instructions as part of the bid submittal.
- 3.1.4 **Tab 4, Form HUD-5369-A, Representations, Certifications and Other Statements of Bidders, Public and Indian Housing Programs.** This form is attached hereto as Attachment D to this IFB document. This 4-page form must be fully completed, executed where provided thereon, and submitted under this tab as a part of the bid submittal.
- 3.1.5 **Tab 5, Form HUD-5370-C, General Conditions of the Contract for Non-Construction.** This form is attached hereto as Attachment E to this IFB document. This 3-page document must be read and submitted under this tab along with a signed acknowledgement the bidder has read and understands the document as part of the bid submittal.
- 3.1.6 **Tab 6, Proposed Services:** As more fully detailed within Section 2.0, Scope of Work of this document, the bidder shall, at a minimum, display that the bidder:
- 3.1.6.1 has a knowledge and understanding of the scope of the work to be performed;
 - 3.1.6.2 the resources or ability to retain the resources to provide the scope of the work; show evidence of fiscal capacity by including one copy of the most recent year-end financial
 - 3.1.6.3 statement, and one copy of an interim financial statement. (Information will remain confidential and will not be forwarded to another entity.)
 - 3.1.6.4 a realistic approach to the performance of the work (i.e. a work plan as to how the bidder proposes to go about providing the services); include a brief description of approach and completion of the job;
 - 3.1.6.5 a detailed description as to how staff is retained, trained and monitored especially as pertains to safety and quality control; demonstrate staffing capacity and experience.
- 3.1.7 **Tab 7, Section 3 Business Preference Documentation:** For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment F and any documentation required by that form. If the proposer does not claim any Section 3 preference, please place hereunder a statement that "NO SECTION 3 BEING CLAIMED."
- 3.1.8 **Tab 8, Form HUD-50071, Certification of Payments to Influence Federal Transactions.** This form is attached hereto as Attachment G to this IFB document. This 1-page form must be fully completed, executed where provided thereon, and submitted under this tab as a part of the bid submittal.

3.1.9 Tab 9, PLEASE MAKE NOTE—ENTRY OF PROPOSED FEES: All proposed bid amounts are inclusive of all related costs that the bidder will incur during a 1-year contract with ACHA.

3.1.9.1 ENTER UNIT COSTS: Each bidder must provide the proposed costs for each of the following listed services. Quote should be for each individual property site and for one year. Unless otherwise stated herein, the proposed fees submitted by each bidder are inclusive of all necessary costs to provide the proposed services, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance; clerical work; etc. As stated in Table 3.

[Remainder of page intentionally left blank]

3.1.9.2 Legend:

[Table 3]

IFB Section	Item #	Units	Measure	Description
3.2.2.1	1	165	11%	Aztec Villa - 8675 Mariposa St., Thornton, CO 80260
3.2.2.2	2	42	3%	Casa Redonda De Vigil - 1080 West 69th Ave., Denver, CO 80221
3.2.2.3.	3	208	14%	Creekside Place - 9189 Gale Blvd., Thornton, CO 80260
3.2.2.4	4	24	2%	Lowell Apartments - 7495 Lowell Blvd., Westminster, CO 80030
3.2.2.5	5	73	5%	Orchard Crossing East - 4183 West 72nd Ave., Westminster, CO 80030
3.2.2.6	6	16	1%	Orchard Crossing West - 4183 West 72nd Ave., Westminster, CO 80030
3.2.2.7	7	160	11%	Overlook at Thornton - 647 W. 91st., Westminster, CO 80030
3.2.2.8	8	24	2%	Palmer Gardens - 6360 East 63rd Place, Commerce City, CO 80022
3.2.2.9	9	16	1%	Susan Kay - 3145 Craft Way, Westminster, CO 80030
3.2.2.10	9	180	12%	Terrace Gardens - 7100 Hooker St., #101, Westminster, CO 80030
3.2.2.11	10	231	15%	Village of Greenbriar - 8290 Federal Blvd., Westminster, CO 80030
3.2.2.12	11	200	13%	Village of Yorkshire - 10370 Brendon Way, Thornton, CO 80229
3.2.2.13	12	84	6%	Waterview on the Parkway - 1620 Coronado Pkwy. #4101, Thornton, CO 80229
3.2.2.14	13	84	6%	Zuni Plaza - 7595 Zuni St., Denver, CO 80221
3.2.2.15	14	1	Each	Additional Charges. Explain.
3.2.2.16	15	1	Each	Additional Supplies/Materials that may be needed that the Contractor is not required to provide
3.2.2.17	16	1	Each	Total of all rows.

3.1.9.3 Additional Materials/Supplies/Equipment that may be required: ACHA may require additional materials in support of the labor identified within the scope of work. In such case, ACHA and the Contractor will negotiate a cost based upon a "time plus materials" basis.

- 3.1.9.4 Proposed Costs All-inclusive: Please note that any payment by ACHA for the above noted hourly or per item work is inclusive of all other related costs, such as benefits; clerical; required materials; required equipment and tools, other than those detailed herein; overhead; etc. and profit). In addition, the Contractor will be required to obtain any required permits and to ensure the completion of any governmental-required inspections, though ACHA will reimburse, at cost, the permit fees.
- 3.1.9.5 ACHA is exempt from sales and use tax and as such, the pricing should take into consideration the tax-exempt nature of ACHA.
- 3.1.9.6 Trip Charge: Each bidder may NOT charge a per trip charge. The bidder will need to calculate transports to and from each property as part of their overall costs and include as part of submitted bid.
- 3.2 **Bid Submission:** All proposed costs must with one (1) original signature copy of the tabbed submittal detailed with the preceding 3.1 must be submitted and time-stamped received in ACHA Office by no later than the submittal deadline stated herein (or within any ensuing addendum). The tabbed bid submittal shall be placed in a three-ring binder and presented in a sealed package, addressed and delivered to:

ACHA Office
Attention: IFB 12-2011
7190 Colorado Blvd., Sixth Floor
Commerce City, CO 80022-1812

The package exterior must clearly denote the above noted IFB number and must have the bidder's name and return address. **Bids submitted after the published deadline of Friday, March 2, 2012 and no later than 2:00pm MST will not be accepted.**

- 3.2 **Submission Conditions:** DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED. Bidders are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to ACHA by the bidder, such may invalidate that bid. If, after accepting such a bid, ACHA decides that any such entry has not changed the intent of the bid that ACHA intended to receive, ACHA may accept the bid and the bid shall be considered by ACHA as if those additional marks, notations, or requirements were not entered on such. By downloading these documents, each prospective bidder that does so is thereby agreeing to confirm all notices that ACHA delivers to him/her as instructed, and by submitting a bid, the bidder is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this IFB.
- 3.4 **Submission Responsibilities:** It shall be the responsibility of each bidder to be aware of and to abide by all dates, times, conditions, requirements and specifications set forth within all applicable documents issued by ACHA, including the IFB document,

the documents listed within the following Section 3.6, and any addenda and required attachments submitted by the bidder. By virtue of completing, signing and submitting the completed documents, the bidder is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the bidder not authorized in writing by ACHA to exclude any of ACHA requirements contained within the documents may cause that bidder to not be considered for award.

- 3.5 **Pre-Bid Conference:** The scheduled pre-bid conference identified on page 3 of this document is, pursuant to HUD regulation, not mandatory. Many prospective bidders have previously responded to an IFB with a multi-tabbed submittal and feel comfortable in doing so without attending the conference. Typically, such conferences last 1 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective bidders in having a full understanding of the IFB documents so that he/she feels confident in submitting an appropriate bid; therefore, at this conference ACHA will conduct an overview of the IFB documents, including the attachments, and tour a property. Prospective bidders are encouraged to review the IFB documents in detail prior to attending the conference. Prospective bidders may ask questions at this conference, though ACHA may require that some such questions be delivered in writing prior to a response being given. Whereas we will be reviewing the IFB documents at this conference, prospective bidders are encouraged to bring to the conference a copy of those documents that the prospective bidder has garnered from the ACHA website (ACHA ***will not*** print and have copies of the IFB documents available at this conference--it is the responsibility of each prospective bidder to access and garner those documents).

3.5.1 **General Directions to Creekside Place Apartments:**

3.5.1.1 Take I-25 to Thornton Parkway exit;

3.5.1.2 West on Thornton Parkway to Gale Blvd.

3.5.1.3 South on Gale to the Leasing Office.

3.6 **Recap of Attachments:**

- 3.6.1 It is the responsibility of each bidder to verify that he/she has downloaded the following attachments pertaining to this IFB:

Attachment A: Form of Bid;

Attachment B: Form HUD-5369 (8/93), *Instructions to Bidders for Contracts, Public and Indian Housing Programs Contract;*

Attachment C: Form HUD-5369-A (8/93), *Representations, Certifications and Other Statements of Bidders, Public and Indian Housing Programs;*

Attachment D: Form HUD-5370-C (8/93), *General Contract Conditions, Non-Construction;*

Attachment E: *Profile of Firm Form;*

4.0 Evaluation Method:

4.1 Initial Evaluation: Each bid received will first be evaluated after the public bid opening for responsiveness (i.e. meets the minimum of the requirements).

4.1.1 Restrictions: All persons having familial (including in-laws) and/or employment relationships (current) with principals and/or employees of a bidder entity will be excluded from participation on ACHA evaluation panel. Similarly, all persons having ownership interest in and/or contract with a bidder entity will be excluded from participation on ACHA evaluation panel.

4.2 Evaluation Table Used By Evaluation Committee:

MAX POINTS	CRITERION DESCRIPTION
30 points	The COSTS; proposed charge to HA for landscaping services
5 points	SECTION 3 PARTICIPATION
5 points	PROPOSER DIVERSITY
25 points	The EXPERIENCE and PAST PERFORMANCE
30 points	The SPECIALIZED KNOWLEDGE, TECHNICAL COMPETENCE, CAPABILITY, AND ABILITY
5 points	The OVERALL QUALITY and PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED
100 POINTS	TOTAL

5.0 AWARD:

5.1 Contract Award Procedure: If a contract is awarded pursuant to this IFB, the following detailed procedures will be followed:

5.1.1 Upon final completion of the bid evaluation process, ACHA will formulate and forward to ACHA Executive Director (ED) for approval a written award recommendation. ACHA ED may choose to approve the award or ACHA ED may approve staff to take the award recommendation to ACHA Board of Commissioners at a scheduled board meeting for approval (typically for contracts with a total value greater than \$50,000). If so, ACHA Board will

5.1.2 then make its determination of whether or not to follow staff's recommendation. If the recommendation is approved for award, all bidders will receive an ACHA Notice of Results of Bid. Contract price negotiations may, at ACHA's option, be conducted prior to or after the Board approval.

5.2 Contract Conditions: The following provisions are considered mandatory conditions of any contract award made by ACHA pursuant to this IFB:

5.2.1 **Contract Form:** ACHA will not execute a contract on the successful bidder's form--contracts will only be executed on ACHA form and by

submitting a bid, the successful bidder agrees to do so. However, ACHA will consider any contract clauses that the bidder wishes to include therein, but the failure of ACHA to include such clauses does not give the

successful bidder the right to refuse to execute ACHA's contract form. It is the responsibility of each prospective bidder to notify ACHA, in writing, prior to submitting a bid, of any contract clause that he/she is not willing to include in the final executed contract and abide by. ACHA will consider and respond to such written correspondence, and if the prospective bidder is not willing to abide by ACHA's response (decision), then that prospective bidder shall be deemed ineligible to submit a bid.

5.2.2 Assignment of Personnel: ACHA shall retain the right to demand and receive a change in personnel assigned to the work if ACHA believes that such change is in the best interest of ACHA and the completion of the contracted work.

5.2.3 Unauthorized Sub-Contracting Prohibited: The successful bidder shall not assign any right, nor delegate any duty for the work proposed pursuant to this IFB (including, but not limited to, selling or transferring the contract) without the prior written consent of ACHA. Any purported assignment of interest or delegation of duty, without the prior written consent of ACHA shall be void and may result in the cancellation of the contract with ACHA, or may result in the full or partial forfeiture of funds paid to the successful bidder as a result of the proposed contract; either as determined by ACHA.

5.3 Contract Period: It is anticipated that ACHA will initially award a contract to perform these services to the top-rated bidder for a period not to exceed one (1) year.

5.4 Licensing and Insurance Requirements: Prior to award (but not prior to submission of the bid) the *successful bidder* will be required to provide:

5.4.1 An original certificate evidencing the bidder's current industrial (workers compensation) insurance carrier and coverage amount;

5.4.2 An original certificate, certificate evidencing "General Liability" insurance coverage, naming ACHA as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the Housing Authority of the County of Adams, State of Colorado as an additional insured under said policy (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together

with damage to premises and fire damage of \$300,000 and medical expenses any one person of \$10,000), with a deductible of not greater than \$1,000;

5.4.3 An original certificate showing the bidder's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000), with a deductible of not greater than \$1,000;

- 5.4.4 An original certificate showing the bidder's automobile insurance coverage in a combined single limit of \$1,000,000.00. For every vehicle utilized during the term of this program, when not owned by the entity, each
 - 5.4.5 vehicle must have evidence of automobile insurance coverage with limits of no less than \$50,000.00/\$100,000.00 and medical pay of \$5,000.00.
 - 5.4.6 A copy of the bidder's business license allowing that entity to provide such services within the County of Adams, Colorado or any local municipality located within the County of Adams, Colorado;
 - 5.4.7 If applicable, a copy of the bidder's license issued by the State of Colorado or appropriate municipality licensing authority allowing the bidder to provide the services detailed herein.
 - 5.4.7 The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH COPIES WITHIN THE BID SUBMITTAL--we will garner the necessary certificates from the successful bidder prior to contract execution).
- 5.5 **Right to Negotiate Final Fees:** ACHA shall retain the right to negotiate the amount of fees that are paid to the successful bidder, meaning the fees proposed may, at ACHA's options, be the basis for the beginning of negotiations. If such negotiations are not, in the opinion of ACHA successfully concluded within 5 business days, ACHA shall retain the right to end such negotiations and begin negotiations with the next rated bidder. ACHA shall also retain the right to negotiate with and make an award to more than one bidder, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).
- 5.6 **Billing/Payment Methods:**
- 5.6.1 **Billing Invoice:** As may be further detailed within the contract, to receive any payment due to the successful bidder, he/she shall submit to the Community Manager a monthly draw. ACHA will process the payment within 30 business days after receipt of all necessary information. At a minimum, the following information should be submitted:
 - 5.6.1.1 Company name, address, telephone number;
 - 5.6.1.2 Invoice number;
 - 5.6.1.3 ACHA contract number;
 - 5.6.1.4 Detail of materials and services being billed;
 - 5.6.1.5 Cost of each item.
- 5.7 **Contract Service Standards:** All work performed pursuant to this IFB must conform and comply with all applicable local, state, and federal laws.