

## RFP 04-2024

### Request for Proposal

# Legal Representation and Services

Boulder Housing Partners, identified hereafter as BHP, is requesting bid proposals from companies to provide the following services for multi-family housing sites.

- **Legal Representation and Services**

#### GENERAL

Boulder Housing Partners is seeking a law firm to provide legal services for lease enforcement, court representation, and general counsel for their multiple housing programs and city-wide portfolio. Awarded contractors will be expected to enter into a one-year service agreement with BHP with the option to renew for two more, one-year terms.

The bid packet will be listed as Request for Proposal, **RFP 04-2024, Legal Representation and Services** and will be available for downloading from our website, <https://boulderhousing.org/bidsrfps> beginning April 12, 2024.

Submittals are due via email only on or before May 10, 2024, by 4:00pm. Please submit all proposals to [procurement@boulderhousing.org](mailto:procurement@boulderhousing.org), the subject line of the email MUST read “RFP 04-2024 – name of firm”. Any proposal received after the due date and time will not be accepted. No mailed, hand-delivered, or faxed submissions will be accepted. For questions, please email [procurement@boulderhousing.org](mailto:procurement@boulderhousing.org).

#### Summary of RFP Dates:

- **April 12, 2024:** RFP Package Available online
- **May 10, 2024:** RFP Proposal Submission Deadline, 4:00 pm
- **May 15, 2024:** Award of Contract and Notification

#### About Boulder Housing Partners

BHP is the Housing Authority for the City of Boulder, a quasi-governmental organization created in 1966 by the City Council of the City of Boulder. It was established as a housing authority under state law to provide safe and sanitary housing to low and moderate-income households in the City



of Boulder.

BHP owns and operates over 1450 affordable apartment homes, over 100 market rate apartments and over 1300 assistance vouchers. Please refer to our website for additional information: [www.boulderhousing.org](http://www.boulderhousing.org).

### **Submittal Requirements and Format:**

Submittals must include a submittal letter and supporting data, including the following list of items. Submittals are prepared at the firm's expense and upon submission become the property of BHP and therefore become a matter of public record once the successful firm has been chosen and the contract awarded.

### **To be included in the submission in this order:**

1. Cover letter of no more than one page that includes a written summary of why your firm would provide excellent service to BHP.
2. Owner's name, company name, address, phone, fax, and email.
3. Detailed description of how the legal firm works on each item listed in the Services section below.
4. Documentation of the firm indicating its experience in real estate practices, in particular landlord representation.
5. Insurance Company Name, address, phone, fax, and email.
6. Proof of General Liability, Workers Compensation, Automobile Insurance, and Pollution Insurance (if applicable). Appropriate limits for insurance are listed in the attached contract. If a contract is awarded, BHP must be named on your insurance forms.
7. List and description of projects or work in which the firm has participated in the past three years. Please be sure to clearly notate which projects occurred within the City of Boulder and/or for BHP or a similar organization or governmental entity.
8. Organizational chart or description of principals and individuals responsible for work.
9. Two references for whom the firm has performed related work for in the last three years.
10. Please include whether your firm is certified as a Minority-Owned Business Enterprise (MBE), Woman-Owned Business Enterprise, or a Section 3 Business Enterprise.



11. If you are a PERA retiree, please include this in your proposal.
12. Resumes for each attorney who will be assigned to work on eviction cases.
13. Pricing proposal, quote, and hourly rates.

### SELECTION CRITERIA

BHP will use the following selection criteria to select the top firms for each service contract identified. The selection criteria are based on a 100 point evaluation:

Criteria	Points on 100 point Basis
Pricing	40 points
Ability and Experience in performing the required service	30 points
References	20 points
Complete Proposal and Ability to sign BHP contract	10 points

Boulder Housing Partners does business in accordance with the Federal Fair Housing Law (the Fair Housing Amendments Act of 1988). BHP shall not discriminate against or in favor of any bidder on the basis of race, religion, sex or sexual preference, age, national origin, disability or political affiliation.

### BHP RESERVATION OF RIGHTS

1. BHP reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by BHP to be in its best interests.
2. BHP reserves the right not to award a contract pursuant to this RFP.
3. BHP reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful bidder.
4. BHP reserves the right to inspect work at any time during the ongoing work.
5. BHP reserves the right to determine the days, hours and locations that the successful bidder shall provide the services called for in this RFP.
6. BHP reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals.



7. BHP reserves the right to negotiate the fees proposed by the bidder.
8. BHP reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not limited to incomplete proposals and/or proposals offering alternate or non-requested services.
9. BHP shall have no obligation to compensate any bidder for any costs incurred in responding to this RFP.
10. BHP shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a bidder or reject any proposal submitted that does not conform to any of the requirements detailed herein.



## Additional Requirements Once Contract Signed

The contract generated by this RFP may be cancelled by BHP for noncompliance with specifications, inability to perform the contracting requirements of BHP or continued safety hazards. The cancellation notification shall state the cause or reason for the cancellation. Such cancellation would be at no charge to BHP other than for work authorized and completed at the time of termination.

The contractor shall provide all items, articles, operations mentioned or herein specified, related labor services, tools, equipment, transportation, and incidentals necessary and required for satisfactory, acceptable completion of the contracted work or delivery of materials. Owner may inspect work at any time during the ongoing work. Should a problem with the materials or the work performed by the Contractor occur during the course of this contract, and should it be shown that the cause of this problem is faulty work, the Contractor shall repair such problem fully at Contractor's own expense. After completion of work, Contractor will return the site to its original condition as determined by the Managing Agent. Any work required to return the property to its original condition will be at the Contractor's expense. Contractor will repair damage to the site which is caused by the contractor. After completion of work, Contractor will return the site to its original condition as determined by the BHP. Any work required to return the property to its original condition will be at Contractor's expense.

Contractor shall be responsible for any injury, damage or loss to all public and private property caused directly, in whole or in part, by their employees or agents or anyone directly or indirectly employed by them or anyone for whose acts any one of them may be responsible. The contractor shall comply with all applicable laws and codes bearing on the safety of persons or property of their protection, from injury, damage, or loss. Contractor is responsible for the means, methods and sequence of work and all safety aspects of this work. To the maximum extent permitted by law, Contractor agrees to indemnify, hold harmless, and defend Owner and Owner's Agents from and against any and all claims or damages arising from Contractor's performance of this agreement, as well as acts committed during the course of this agreement by any of Contractor's officers, employees, guests, invitees, and those doing business with Contractor.

Contractor assures that all existing and every new staff working on site do not have a criminal background which would indicate that they could present a threat to residents or staff. Acceptable criminal background is no felony arrests or convictions within five years and no pattern of misdemeanors (three or more) within five years. BHP may terminate this contract if this provision is violated. Contractor certification regarding criminal background included in attachments.

Every effort must be taken to insure the safety and security of the residents of BHP and properties owned by BHP.



Contractor agrees that if keys to buildings are misplaced, lost, or stolen, the Contractor will absorb all costs incurred to correct the situation. Work will be completed by BHP maintenance staff or contracted and billed to Contractor.

Contractor will disclose to BHP if anyone working for the contractor is related to an employee of Boulder Housing Partners prior to signing this contract.

### **Insurance Requirements**

Contractor shall secure, pay the premiums for, and keep in force until the expiration of their contract adequate liability insurance and Worker's Compensation Insurance as provided by Colorado law. Certificate of insurance for Worker's Compensation and for liability shall be delivered to BHP or kept on file at BHP prior to start of contract. Any policy change shall be reported to BHP and certificate forwarded to BHP. By signing a contract generated by the RFP, the contractor understands that neither they nor their employees are covered by any BHP insurance policy. All copies of proof of insurance will be submitted to BHP along with the RFP. Contractors may send a copy of the required insurances with their proposal, but the work of the RFP cannot begin, nor contract executed until original insurance verification forms are on file at the BHP offices.

The following insurance coverage is required:

#### **1. 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, \$2,000,000 Products Completed Operations Aggregate and \$1,000,000 Personal & Advertising Injury.

If the Details Summary indicates this Contract involves construction services, the following paragraph applies:

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured Owners, Lessees or Contractors endorsements CG 2038 (or equivalent), Designated Construction Project(s) General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured Completed Operations for Owners, Lessees or Contractors CG 2037 (or equivalent). Minimum limits required of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate. The following exclusionary endorsements are prohibited: Subsidence or earth movement, exterior insulation finish systems, damage to Work performed by Contractor/vendor, residential or multi-family, perils of explosion, collapse & underground (XCU), specific operations exclusion applicable to Work Contractor has been hired to perform. BHP requires the Products/Completed Operations coverage to be provided 3 years after completion of construction. An endorsement must be included with the certificate.

#### **2. 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.

The insurance shall include coverage for bodily injury, death and property damage arising out of ownership, maintenance or use of any motorized vehicle on or off the site of the Work. If hauling of hazardous waste is part of the Scope of Work, Automobile Liability Insurance with a \$1,000,000 combined single limit per occurrence for bodily injury and property damage applicable to all hazardous waste hauling vehicles, and include MCS 90 endorsement and the ISO Form CA 9948 (Pollution Liability Broadened Coverage for Business Automobile).

### **3. 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. Umbrella Liability limits may be used to satisfy this requirement.

### **4. Umbrella / Excess Insurance**

If the Details Summary indicates this Contract requires Umbrella / Excess coverage, the following paragraph applies:

Umbrella/Excess Liability insurance in the amount of \$1,000,000 Each Occurrence / \$1,000,000 Aggregate; \$10,000,000 Each Occurrence/\$10,000,000 Aggregate for large construction projects All coverages and terms required under the Commercial General Liability, Automobile Liability and Employer's Liability must be included on the Excess/Umbrella Liability policy.

### **5. Professional Liability (Errors and Omissions)**

If the Details Summary indicates this Contract requires Professional Liability (Errors and Omissions) coverage, the following paragraph applies:

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate, with a maximum deductible of \$25,000 to be paid by Contractor. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims-made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

### **6. Pollution Liability**

If the Details Summary indicates this Contract requires Pollution Liability coverage, the following paragraph applies:

Coverage pay for those sums Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal



Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy Aggregate, with a maximum deductible of \$25,000 to be paid by Contractor. If the coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. BHP shall be named as an additional insured for ongoing operations and completed operations.

### **7. Third Party Commercial Crime Insurance / Third Party Fidelity Bond**

If the Details Summary indicates this Contract requires Third Party Commercial Crime Insurance or a Third-Party Fidelity Bond, the following paragraph applies:

The Crime limit shall be \$1,000,000 Per Loss and include an endorsement for “Employee Theft of Client Property.” To provide coverage to BHP during the course of this contract, Commercial Crime policies must be endorsed to cover Third Party Fidelity. Third party fidelity covers the vendor’s employees when engaged in work for a client. In addition, BHP will be listed as loss payee on the commercial crime coverage. This third-party coverage can also be provided by obtaining a third party fidelity bond.

### **8. Builder’s Risk**

If the Details Summary indicates this Contract requires Builder’s Risk Insurance, the following paragraph applies:

Contractor shall provide property insurance written on a “all-risk” builders risk or installations floater covering the completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Property insurance shall be no less than the amount of the initial Contract Sum plus the value of the subsequent modifications and labor performed and material or equipment supplied by others. This insurance shall include the interest of the Owner Contractor, Subcontractors, and any sub-subcontractors. This coverage shall contain a waiver of subrogation as to the listed parties above.”

### **9. Other Property Coverage**

If the Details Summary indicates this Contract requires Contractor’s Equipment insurance, the following paragraph applies:

Contractor’s Equipment: Contractor shall maintain at its sole cost and expense insurance to protect its own equipment, tools and materials against risk of loss with sufficient limits to cover the value of all of the equipment, tools and materials Contractor may use in performance of the Work. Contractor is solely responsible for any deductibles, self-insured retentions or uninsured losses for any reason arising out of Contractor’s obligations of this Section. Coverage shall include equipment leased/borrowed/rented by Contractor.





If the Details Summary indicates this Contract requires Rigger's Liability insurance, the following paragraph applies:

**Riggers Liability Required:** If the scope of the work involves the rigging, hoisting, lowering, raising or moving of property or equipment belonging to others, Riggers Liability Insurance is required to insure against physical loss or damage to the property or equipment.

**BHP as Additional Insured:** BHP (and any affiliate entity specified by BHP which owns one or more properties relevant to the Work) shall be named as an additional insured for General Liability, Umbrella/Excess Liability, Automobile 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 City of Boulder, Colorado, a body corporate and politic, doing business as Boulder Housing Partners, is named as Additional Insured.***

**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 30 days' prior written notice has been given to BHP, except when cancellation is for non-payment of premium, in which case 10 days' prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify BHP any cancellation, suspension, or nonrenewal of any insurance policy within 7 days of receipt of insurers' notification to that effect.

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

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

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

**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 BHP, its organizations, officers, agents, employees, and volunteers.

#### **Scope of Work/Technical Specifications:**



Boulder Housing Partners requires legal services in connection with their day-to-day lease enforcement, court representation, and general counsel for their multiple housing programs and city-wide portfolio.

### Services:

The services listed below may be requested at any time and not necessarily in the order presented. Bids must account for providing all services required.

- Represent Boulder Housing Partners in residential eviction proceedings.
- File the eviction case in court on behalf of Boulder Housing Partners.
- Prosecute the eviction proceedings to resolution, including representation in trial, and communication with other lawyers, mediators, and tenants as needed.
- Obtain a judgement for possession of the property or reach an agreement with tenants that results in curing the violation or vacating the property.
- Deliver writ of restitution and schedule physical evictions with the sheriff's office upon request.
- Advise Boulder Housing Partners in legal options for each eviction case.
- Answer general lease questions and provide legal guidance as needed, including review of leases, legal documents, and policies and procedures.

