

## RFQ 03-2024

### Request for Qualifications

### Arborist – Tree Trimming Services, as-needed

Boulder Housing Partners, identified hereafter as BHP, is requesting bid proposals from companies to provide the following services for multi-family housing sites. BHP is seeking to identify one or more preferred vendors to complete this work across the BHP portfolio of housing sites. A preferred vendor identified through this process will have a contract in place with BHP and then be asked for quotes to complete specific projects. Outside of emergency situations much of the work that will need to be completed across the housing portfolio is not time sensitive and BHP can work with the identified preferred vendor(s) to schedule work in a flexible fashion

#### 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).

#### GENERAL

Boulder Housing Partners will award contracts to the top bidders for the above-listed contract. A contract will be generated for a term of one year, with an option to renew for two additional one-year terms. Prices for services will be frozen for a one-year period at amounts proposed and agreed to in said contracts for the term of the contracts. Exceptions will be noted.

The bid packet will be listed as Request for Qualifications, **RFQ 03-2024, Arborist** and will be available for downloading from our website, <https://boulderhousing.org/bidsrfps> beginning July 25, 2024.

Submittals are due via email only on or before August 22, 2024, by 4:00pm. Please submit all proposals to [procurement@boulderhousing.org](mailto:procurement@boulderhousing.org), the subject line of the email MUST read "RFQ 03-2024 – CONTRACTOR NAME". 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 RFQ Dates:

- **July 25, 2024:** RFQ Package Available online
- **August 22, 2024:** RFQ Proposal Submission Deadline, 4:00 pm
- **August 30, 2024:** Award of Contract and Notification

## SCOPE OF WORK SPECIFICATIONS AND PRICING

This contract will consist of all work necessary for tree trimming and removal/disposal of trees (alive or dead) at BHP managed properties. It will include providing all necessary traffic control, labor, materials, and equipment required to complete this task. The contractor will remove the designated trees and dispose of all debris including but not limited to trees, limbs, and brush, and grind the stumps. All stumps shall be sawn off just above ground level, unless instructed for them to be to the ground.

1. It is the contractor's responsibility to have all utilities located prior to beginning any work and coordinate with utility companies to move them as necessary. The contractor shall take special care during the course of this operation to avoid damage to the existing roadway surface, sidewalks and curbs. The contractor shall avoid placing heavy equipment on sidewalks and curbs that will cause damage to these structures. Any damage caused by the contractor's operations shall be repaired at his expense. The contractor shall also take special care to avoid damage to existing roadway shoulders, side ditches, outfalls, other watercourses and drainage structures. Any damage caused by the contractor's operation shall be repaired at his expense. Damage in this case shall include the fillings of previously open ditches, watercourses or drainage structures with soil or debris. Contractor must carry out all work according to the following specifications.

1. Contractor will remove all debris and trash generated in performing the work under this contract from each site on a daily basis. Disposal of these materials, chipped or not, is the Contractor's responsibility and must be done in a manner consistent with all applicable Local, State and Federal laws.

2. Following trimming or removal, all streets, driveways, sidewalks and paths must be swept clean.

3. Existing facilities, including grounds, structures, utilities, park amenities, trees, landscaping and so forth shall be protected by the Contractor. Any damage to existing facilities shall be reported to BHP on the day such damage occurs. Contractor shall promptly repair damage with like materials when ordered to do so by BHP at Contractor's expense. All repairs of damage to existing facilities shall be made to the satisfaction of BHP. Failure to repair damage shall be just cause for withholding payment for work, which becomes due.



4. Any damage of public or private property caused by the Contractor's operations shall be resolved with the property owner within ten (10) days after damage occurs to the satisfaction of BHP. The Contractor shall inform BHP of any damage caused by the Contractor's operation on the day such damage occurs. Should the damage not be rectified within the time frame agreed upon or to the satisfaction of BHP, BHP reserves the right to repair or replace that which was damaged or assess the Contractor such cost as may be reasonable and related to damage caused by the contractor.

## 2. Safety Requirements

1. The contractor shall block off work areas from vehicular and pedestrian traffic while conducting work and remove temporary signs and barriers as soon as work is completed.
2. Prior to cutting, the contractor shall identify all overhead wires and guy wires to avoid damage to utilities.
3. Under no circumstances shall a work area be left in unsafe conditions. Before leaving a site unattended for any period of time the following must be addressed:
4. The main access road(s) entering and/or exiting a tree removal area must be cleared to allow for access by emergency vehicles.
5. All hangers, spring poles, and/or leaners, or any other falling hazard, must be completely felled before the end of each workday.
6. All trees which have been cut, even partials or minor cuts, must be felled.
7. Under no circumstances shall logs from trees be left for the public and adjacent homeowners to collect.

## 3. Tree Trimming Specifications

Where a tree is marked for trimming, Contractor shall:

1. Cut all dead, diseased and decaying wood according to quote or proposal. Snap cuts must be used to minimize tearing and stripping of bark.
2. All cuts should be made sufficiently close to the parent limb or trunk without cutting into the branch collar or leaving a protruding stub, so that closure can readily start under normal conditions.
3. Remove all trimmed branches and limbs from the site.
4. Climbing harness or aerial lift bucket may be used for tree trimming work.



#### 4. Tree Removal Specifications

Where a tree is marked for removal Contractor shall:

1. Remove the tree without damaging any surrounding trees, utilities or structures.
2. Remove all trunks, treetops, branches and limbs from the site.

#### 5. Stump Grinding Specifications

Where a tree is marked for stump grinding, in addition to removing the tree per the tree removal specifications above, Contractor shall:

1. Grind the remaining stump to a minimum depth of six (6) inches from surrounding grade or deeper if necessary, to completely sever the roots from the main root mass.
2. All surface roots and / or raised areas from the root flare shall be ground out or leveled and filled to match the surrounding grade.
3. Holes where stumps have been ground out and any other areas disturbed by Contractor's activities or equipment shall be backfilled and smoothed.

#### 6. Additional Quoted and Emergency Tree Services

1. During the term of this Agreement, BHP may request Contractor to quote and carry out additional tree work and/or provide emergency tree services according to the specifications provided above. Emergency service would require immediate resources.
2. All additional quoted and emergency work carried out by the Contractor shall be provided under the terms and conditions in this Agreement.
3. Additional quoted and emergency tree services shall be billed by the Contractor according to the hourly rates in the Pricing Worksheet. Notification/Start of Work
4. Once work begins, the project will be worked continuously until completion to the best of the contractor's ability. The contractor shall notify BHP of any cancellations or delays in the project schedule.

#### 7. Safety/Signage

1. Signage (typical industry signage such as: Caution, Work Ahead) shall be posted during working hours to alert users of the Project.
2. When driving vehicles or equipment on any trails or bike paths, Contractor shall drive cautiously and at speeds no more than 10mph with 4-way flashers activated.
3. Contractor shall take all precautions to ensure safety of park users/trail users



including but not limited to, cones, caution tape, advance warning measures, etc.

## 8. Completion of Work

1. Contractor shall be responsible for cleaning the area and ensuring it is restored back to original condition (prior to project commencement).
2. All dirt, debris, and other project materials shall be cleaned up and removed from the Property.
3. Contractor shall notify BHP when work is complete. Any damage to BHP property resulting from the project, shall be the contractor's sole responsibility to repair.

### 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. Type of work contractor is licensed to perform and any other specialization of the firm.
4. Insurance Company Name, address, phone, fax, and email.
5. 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.
6. 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.
7. Organizational chart or description of principals and individuals responsible for work.



8. Two references for whom the firm has performed related work for in the last three years.
9. Please include whether your firm is certified as a Minority-Owned Business Enterprise (MBE), Woman-Owned Business Enterprise, or a Section 3 Business Enterprise.
10. If you are a PERA retiree, please include this in your proposal.
11. Sample Contract. If your firm needs additional language or addendums to the contract as provided in this RFQ, please provide with proposal.
12. Pricing
  1. Submit hourly price for tree service work.
  2. Submit prices for after hours, weekend, and emergency service calls including any applicable trip charges or service charges.

**Pricing Table:**

Please copy this table and utilize exact format in your submission:

Function	Price
Hourly price	
After hours price	

**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 RFQ process, or to terminate the RFQ 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 RFQ.
3. BHP reserves the right to terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon 10 days written notice to the successful 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 RFQ.
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 RFQ, 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 RFQ.
10. BHP shall reserve the right to at any time during the RFQ 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 RFQ 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 whom 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 RFQ, 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 RFQ. Contractors may send a copy of the required insurances with their proposal, but the work of the RFQ 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.

