



**Summit Combined Housing Authority
Real Estate Broker Services
Request for Proposals**

Issued: 2/8/2019

Due: 3/8/2019

Summit Combined Housing Authority
P.O. Box 188
110 Ski Hill Road
Breckenridge, CO 80424
info@summithousing.us

**Summit Combined Housing Authority
Real Estate Broker Services**

Table of Contents

Part I:	Introduction
Part II:	Background and Context
Part III:	Scope of Project Work
Part IV:	Submittal Requirements
Part V:	Questions and Addenda
Part VI:	Review and Selection Process
Part VII:	Timeline

Attachments:

- ◇ Attachment A – Independent Contractor Agreement
- ◇ Attachment B – Acknowledgement of Receipt of RFP Addenda

Part I: Introduction

The Summit Combined Housing Authority (SCHA) is issuing this Request for Proposals for Real Estate Broker Services to assist with the resale of various deed restricted properties in Summit County. The SCHA is a quasi-governmental agency, and the Board of the SCHA is composed of representation from Summit county and the Towns of Breckenridge, Dillon, Frisco, Montezuma, and Silverthorne.

Part II: Background and Context

The SCHA receives requests to assist with the resale of various deed restricted properties throughout Summit County; however, the SCHA currently does not have a licensed real estate broker on staff to handle these requests. The SCHA believes contracting with a local real estate broker who is knowledgeable in the area of deed restricted property resales will help address this need. This will allow the SCHA and the local real estate broker to work together to ensure that both the seller and any prospective purchasers are properly educated and supported throughout the sale process.

Part III: Scope of Project Work

The scope of work will be limited to the following types of transactions:

- Resale of existing deed restricted properties, upon the seller's request
- Sale of jurisdiction-owned deed restricted properties purchased as part of a buy-down program, upon the jurisdiction's request

The selected firm will not actively solicit properties for resale.

When assisting with a resale, the selected firm will act as a transaction broker to:

- Work with SCHA staff to market, show, and negotiate the resale of deed-restricted properties with buyers and sellers
- Assist in the production of marketing materials, flyers, graphics, and social media postings in promoting units and ensure they are listed in the MLS as well as other sales platforms
- Manage real estate transactions of existing deed restricted inventory sales, working closely with the SCHA, buyers, sellers, lenders, appraisers, title companies, and other parties to ensure all documents, approvals, and qualifications are available for closings
- Work closely with the SCHA to understand their process of resale calculations, pre-qualifications, and buyer qualifications
- Coordinate real estate appraisals
- Coordinate real estate transaction closings
- Maintain records of marketing and sales transactions
- Handle all other customary activities and services associated with real estate transactions

The ideal firm will have the following qualifications:

- Hold an Employing Level Real Estate Broker license in good standing with the Colorado Department of Regulatory Agencies for at least five years, with no prior disciplinary actions or complaints reported
- Have a proven track record of resale of deed restricted properties within Summit County
- Have experience selling deed restricted properties owned directly by one of the Towns or the County, such as through a buy-down program
- Have knowledge of the SCHA's and the jurisdictions' policies and procedures as they relate to the resale of deed-restricted properties
- Have involvement with Summit County or Colorado real estate or related organizations, such as the Summit Association of Realtors, state-level boards and committees, etc.

The initial contract period will be from date of award for one year with renewal options up to three additional one year terms.

Part IV: Submittal Requirements

It is imperative, when submitting a bid, that the outside of the submission envelope be addressed as follows:

Summit Combined Housing Authority
 Attn: Executive Director – RE RFP
 P.O. Box 188
 Breckenridge, CO 80424-0188

The proposal must be submitted in a sealed envelope. Proposals may be mailed to the address above or dropped off at the Summit Combined Housing Authority offices at 110 Ski Hill Road; Breckenridge, CO 80424.

The proposal should include the following:

1. Cover Letter. Summarize the project approach and the key attributes that this firm will bring to the project. If the proposal describes a team approach with multiple firms, identify the lead firm and project manager, and provide the name and contact information for all project team members (include address, telephone numbers and email addresses).
2. Qualifications. Provide a general description of the expertise of each of the firms on the team, identifying the individuals that would be working on the project, with a description of their qualifications, credentials, and related experience; and details regarding their specific role proposed for the project.
3. Project Examples and References. Provide a description of relevant experience based on the items outlined in the scope of work above. Please include a description of the firm's resources and activities as they relate to knowledge and understanding of the public sector, and list all public entities that the firm has provided both the same and/or similar services to, and the dates of these services.
 Please provide a minimum of three (3) professional references. The name, address, telephone number and email for a contact person for the local government/ organization shall be provided,

along with a brief description of the work completed, including the project dates and project description.

4. *Project Approach.* Describe the proposal to complete the scope of work, including the techniques, approaches and methods to be used in completing the project. This should include a description of the work program, including a description of the deliverables and activities. An outline of the proposed work plan should accompany the narrative, and any recommended revisions to the scope of work described above should be identified.
5. *Schedule.* Present an initial project schedule for identifying project tasks to be performed, including a timeline with milestones and deadlines for each task. Indicate the total time required to implement the tasks and prepare for ongoing administration of each resale.
6. *Fee Estimate.* Provide a detailed cost proposal with a breakdown of the costs to complete the project. Proposals should itemize individual project components in a manner that allows the SCHA to differentiate between the costs of each service included in the overall proposal. Explain how the firm intends to handle transactions where there is another broker involved in the transaction.
7. *County Staff Time and Resources.* Provide an estimate of SCHA staff time and any additional resources that will be required for input into this project. The information, assistance and/or other SCHA resources needed to complete the project should be identified in the proposal.
8. *Insurance and Independent Contractor Agreement.* The SCHA's standard Independent Contractor Agreement is included as Attachment A. Provide a summary of the team's insurance coverage, including public liability, property damage, workers' compensation, automobile, and professional liability; and a written statement confirming that the proponent has reviewed the standard agreement, and identifying any potential requested revisions.
9. *Acknowledgement of Addenda.* Fill out and sign the acknowledgement form included as Attachment B to this RFP.
10. Any additional information that would assist in evaluation of your team's qualifications for this project.

Part V: Questions and Addenda

Any questions can be directed to:

Amy Priegel, Executive Director via email to amyp@summithousing.us

Any changes, additions, or clarifications in connection with this RFP shall be issued by the SCHA in the form of written addenda posted to the SCHA website. Each proposer must sign the Acknowledgement of Receipt of RFP Addenda (Attachment B) and submit the executed form with the proposal.

Questions shall be submitted by 2/22/2019.

Part VI: Review and Selection Process

This is an open and competitive process. The Summit Combined Housing Authority will select the consultant based on a variety of factors including quality of the proposed approach, quality of previous work, cost, and references.

The SCHA intends to engage the most qualified contractor available for this assignment while minimizing the costs to the SCHA. Responsiveness to the RFP will be a principle basis for evaluation. Proposals shall provide a straightforward and concise presentation adequate to satisfy the requirements of the RFP. The proposal should clearly express the contractor's understanding of the SCHA's specific requirements, indicating the contractor's qualifications to conduct this service in a thorough and efficient manner.

The following criteria shall be considered in evaluating the proposals:

- a. Costs for proposed work;
- b. The reputation, experience and efficiency of the contractor;
- c. The ability of the contractor to perform the services in a timely manner;
- d. The contractor's performance under previous contracts; and
- e. Interview evaluation (if necessary).

SCHA reserves the right to conduct such investigations of, and discussions with contractors or other entities as it deems necessary to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.

Failure to disclose a conflict of interest is a misdemeanor criminal offense under Colorado Law. Such conflict may arise if any public official exercises any substantial discretionary function in connection with a government contract, purchase, payment or other pecuniary transaction without necessary disclosures as defined by Colorado Revised Statutes (C.R.S.) Section 18-8-308 as amended.

Selection of a contractor will be made based on qualifications, experience, competence, payment terms and fees for services, without emphasis on any one factor to the exclusion of the others. Contract negotiations will take place with the most qualified contractor. If a contract cannot be negotiated, the negotiations will be terminated in writing and negotiations will begin with the next most qualified contractor.

Selection Process. SCHA will select a contractor through a competitive RFP process.

1. SCHA reserves the right to reject any and all proposals, to consider alternatives, to waive irregularities and to re-solicit proposals.

2. SCHA reserves the right to conduct such investigations of, and discussions with, those who have submitted proposals (“Proponents”) or other entities as it deems necessary to assist in the evaluation of any proposal or to secure maximum clarification and completeness of any proposal.
3. All proposals submitted must be valid for a minimum period of ninety (90) days after the date of the proposal opening. Each Proponent must submit with the proposal a list of all subcontractors, independent contractors or sub-consultants employed or proposed to be employed by the Proponent in the performance of the contract.
4. SCHA reserves the right to select the most responsible and responsive proposal which it finds to be within the best interests of SCHA.
5. SCHA makes no guarantees to any contractor until such time as SCHA approves the negotiated contract.
6. The following criteria shall be considered in evaluating the proposals:
 - a. Cost;
 - b. The reputation, experience and efficiency of the Proponent;
 - c. The ability of the Proponent to perform the contract or provide the goods and services within the time specified;
 - d. The comparative quality of the goods and services bid;
 - e. The Proponent’s performance under previous contracts with SCHA;
 - f. The number and scope of conditions attached to the proposal;
 - g. The Proponent’s interest in the project, as well as their understanding of the project scope and the specific requirements of SCHA; and
 - h. The application of all of the above criteria to any sub-consultants, subcontractors or products to be utilized by the Proponent.
7. If a contract cannot be negotiated between the SCHA and the selected Proponent, the negotiations may be terminated by either party and the SCHA will commence negotiations with the next most qualified Proponent. The SCHA makes no guarantees to any Proponent until such time as the SCHA approves the negotiated contract.

The SCHA will arrange for in-person interviews with some or all respondents during the weeks of 3/11/2019 – 3/22/2019. The SCHA reserves the right to conduct such discussions with respondents or other entities, as it deems necessary to assist in the evaluation of any submittal. The SCHA may request supplemental information or clarification of stated requirements provided up until a final selection is made.

The SCHA shall be under no obligation to comply with the schedule shown above, provided that all prospective proposers or other interested parties known to the SCHA shall be notified equally of changes made to this schedule by the SCHA within a reasonable time after such changes are made. In no event shall any proposer have any redress with the County, be it financial or otherwise, in the event that the SCHA alters this schedule in any way.

Part VIII: Administrative Provisions:

A. General Administrative Provisions:

1. All proposal documents submitted shall become the property of the SCHA.
2. Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself.
3. The SCHA is not liable for any costs incurred by the Proponent prior to issuance of a signed contract.
4. The contents of the selected Proponent's proposal will become contractual obligations if a subsequent agreement is reached. Failure of the selected Proponent to accept these obligations may result in cancellation of the award and such Proponent may be removed from future solicitations for services by the SCHA.
5. The SCHA reserves the right to incorporate specific contract provisions, including but not limited to insurance and indemnification provisions, into the Proponent's standard contract or, after the agreed negotiation, incorporate all or some of the standard contract and SCHA's provisions into a new separate revised contract.
6. All products created in response to the contract resulting from this RFP will be the sole property of the SCHA, including but not limited to any electronic data, computer discs, graphic materials, photos, slides, images and regulations.

B. Indemnification and Insurance

Contractor shall indemnify and hold harmless the SCHA from and against all claims, damages, losses, and expenses arising out of or resulting from acts or omissions of the Contractor, Contractor's sub-contractors or otherwise arising out of the performance of services by Contractor. No later than seven (7) days following the execution of an Independent Contractor Agreement between the SCHA and Contractor, the Contractor shall provide the SCHA with certificates of insurance evidencing the types and amounts of insurance specified below:

- Standard Workers' Compensation as required by law in the State of Colorado; and
- Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder with limits of not less than \$400,000 on account of any one person and \$1.2 Million for each occurrence of property damage and personal injury; and
- Automobile Liability insurance in those instances where Contractor uses an automobile, regardless of ownership, for the performance of the Services. Contractor shall carry insurance, written on the comprehensive automobile form insuring all owned and non-owned automobiles with limits of not less than \$400,000 (bodily injury per person), \$400,000 (each accident) and \$400,000 (property damage).

Insurance coverage shall not be reduced below the limits described above or cancelled without the SCHA's written approval of such reduction or cancellation. Certificates of such insurance, of agents and subcontractors, shall be provided to the SCHA upon request. With regard to all insurance, such insurance shall:

- Be primary insurance to the full limits of liability herein before stated and, should the SCHA have other valid insurance, SCHA insurance shall be excess insurance only; and
- Not cancelled without thirty (30) days prior written notice to the SCHA.

C. Late Proposals

It is the responsibility of each vendor submitting a proposal to ensure that emailed proposals arrive to the SCHA by 4:00 pm MST/MDT on March 8, 2019.

D. Proprietary Information

Any restrictions on the use of data contained within a proposal must be clearly stated in the proposal itself.

E. Response Material Ownership

All materials submitted regarding this RFP become the property of the SCHA and will only be returned at the SCHA's option. Responses may be viewed by any person at the proposal opening time and after final selection has been made. The SCHA has the right to use any or all of the material outlined in the Proprietary Information above. Disqualification of a contractor does not eliminate this right.

F. Incurring Costs

The SCHA is not liable for any costs incurred by those who have submitted proposals prior to issuance of a signed contract.

G. Acceptance of Proposal Content

The contents from the selected contractor's proposal will become contractual obligations if a subsequent agreement is reached. Failure of the successful contractor to accept these obligations may result in cancellation of the award and such contractor may be removed from future solicitations.

H. Acceptance Time

The SCHA intends to make a proposal selection within 21 business days after the closing date for receipt of proposals.

I. Budget

Costs for performing services must be included in the proposals and should be clearly stated to allow the SCHA to effectively evaluate each proposal.

Part IX: Timeline

Publication of RFP: 2/8/2019

Deadline for Questions: 2/22/2019

Proposals Due: 3/8/2019

Interviews of Selected Teams: 3/11/2019 – 3/22/2019

Selection and Award of Contract: 3/29/2019

**ATTACHMENT A:
SUMMIT COMBINED HOUSING AUTHORITY STANDARD SERVICES AGREEMENT**

THIS SERVICES AGREEMENT (The "Agreement") is entered into this _____ day of _____, 2019, by and between the Summit Combined Housing Authority, having its principal place of business at 110 Ski Hill Road, Breckenridge, Colorado 80424 ("SCHA"), and _____ having its principal place of business at _____ ("Contractor").

WHEREAS, the SCHA desires to contract with Contractor to perform _____ services in accordance with terms of this Agreement; and

WHEREAS, Contractor desires to perform the subject services on an independent contractor basis as set forth in this Agreement.

NOW THEREFORE, in consideration of the above Recitals, which are hereby incorporated into the below Agreement, and in consideration of the mutual promises made herein, the receipt and sufficiency of which are hereby acknowledged, the SCHA and Contractor further agree as follows:

1. Services. Contractor agrees to perform the following services (the "Services") in a timely, expeditious and professional manner: [add brief description of services] in accordance with all applicable provisions of the [add name of document (if applicable)] [dated _____ day of _____, 2019 (if applicable)] which is attached hereto as Exhibit "A" (if applicable) and incorporated herein by this reference (if you do not have multiple exhibits, remove the following language) and the [add name of document (if applicable)] [dated _____ day of _____, 2019 (if applicable)] which is attached hereto as Exhibit "B" (if applicable) and incorporated herein by this reference. In the event of any conflicts between the Agreement and any of the terms of the attached exhibits, the terms of this Agreement shall prevail.

Contractor represents and acknowledges that the Services performed under this Agreement will be done using Contractor's own equipment at Contractor's own home or place of business, and at hours and times as determined by Contractor. Contractor is engaged in providing these types of services for persons or entities other than the SCHA, and the Contractor is not required to provide services exclusively to the SCHA during the term of this Agreement.

2. Compensation. For satisfactory performance of the Services hereunder, SCHA shall pay Contractor the following sum for the performance of the services detailed in this Agreement: _____. Payment will not be made on a salary or hourly rate. SCHA shall have no obligation to make any payments until such time as SCHA accepts Contractor's performance as satisfactory. All payments under this contract shall be to the trade or business name of the Contractor. No payments will be personally made to an individual under this contract.

a. Invoices. The Contractor will submit invoices on a monthly basis, which will

describe the Services performed and expenses incurred pursuant to this Agreement. Invoices will be reviewed by _____ (Name, Department, Title) who will then submit them for payment upon his/her approval. Invoices shall provide detail of Contractor's performance of Services sufficient to the SCHA's requirements. Upon request, Contractor shall provide documentation of its expenses. Payment of such invoices will be due within thirty (30) days of the receipt thereof.

b. Fund Availability/Annual Appropriation. Payment pursuant to this Agreement, whether in whole or in part, is subject to and contingent upon the continuing availability of SCHA funds for purposes hereof. In the event that said funds, or any part thereof, become unavailable as determined by the SCHA, the SCHA may immediately terminate this Agreement or amend it accordingly.

c. Multi-Year Contracts. The obligations of the SCHA hereunder shall not constitute a general obligation indebtedness or multiple year direct or indirect debt or other financial obligation whatsoever within the meaning of the Constitution or laws of the State of Colorado.

3. Term. The term of this Agreement shall be from _____ day of _____, 2019 to _____ day of _____, 2019. The Agreement may be terminated earlier by final completion of the Services by the Contractor and acceptance of the services by the SCHA or through the termination provisions provided herein.

4. Default. The failure to comply with any of the terms and conditions of this Agreement shall constitute a default under this Agreement. If either party believes the other has failed to comply with any of the terms and conditions of the Agreement, the non-breaching party shall provide written notice of such alleged breach with specificity. The defaulting party shall have the right to cure any alleged breach within thirty (30) days of actual or constructive receipt of such notice.

In the event of a default, if the SCHA believes the Contractor has failed to comply with any terms and conditions of the Agreement, the SCHA may provide written notice to the Contractor and provide a time period to cure as detailed above in addition to any other remedy provided by law or equity OR the SCHA may terminate the Agreement as set forth below.

5. Termination. SCHA may terminate this Agreement at any time, with or without cause upon seven (7) days written notice to Contractor. In the event of termination, payment will be made to Contractor for all work performed up to the date of termination.

6. Relationship. The parties understand and agree that Contractor is an independent contractor and that Contractor is not an employee, agent or servant of the SCHA, nor is Contractor entitled to SCHA employment benefits. CONTRACTOR UNDERSTANDS AND AGREES THAT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS AND THAT CONTRACTOR IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONEYS EARNED PURSUANT TO THIS CONTRACT. As an independent contractor, Contractors agrees that:

- a. Contractor does not have the authority to act for the SCHA, or to bind the SCHA in any respect whatsoever, or to incur any debts or liabilities in the name of or on behalf of the SCHA; and
- b. Contractor has and hereby retains control of and supervision over the performance of Contractor's obligations hereunder and control over any persons employed or contracted by Contractor for performing the Services hereunder; and
- c. SCHA will not provide training or instruction to Contractor or any of its employees regarding the performance of Services hereunder; and
- d. Neither Contractor, nor its employees or contractors, will receive benefits of any kind from the SCHA. Contractor represents that it is engaged in providing similar services to the general public and not required to work exclusively for the SCHA; and
- e. All Services are to be performed solely at the risk of the Contractor and Contractor shall take all precautions necessary for the proper performance thereof; and
- f. Contractor will not combine its business operations in any way with the SCHA's business operations and each party shall maintain their operations as separate and distinct.

7. Change in the Work. SCHA may order changes in the work and services detailed in this Agreement, consisting of additions, deletions, or modifications. All changes shall be authorized by a written Change Order designating the work to be added, changed, or deleted, the increase or decrease in costs, and any change in time for completion of the project. Contractor and SCHA, or their duly authorized agents, shall sign the Change Order.

Unless otherwise agreed, the cost of changes to the SCHA for a change in work shall be determined by mutual agreement and paid according to the terms hereunder or by the terms of the Change Order. However, SCHA shall have the authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time, and not inconsistent with the intent of the contract documents.

8. Contractor Responsibilities. In addition to all other obligations contained herein, Contractor agrees:

- a. To furnish all tools, labor and supplies in such quantities and of the proper quality to professionally and timely perform the Services; and
- b. To proceed with diligence and promptness and hereby warrants that such Services shall be performed in accordance with the highest professional workmanship and service standards in the field to the satisfaction of the SCHA; and
- c. To comply, at its own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to Contractor as employer.

- d. To require its subcontractors to comply, at their own expense, with the provisions of all state, local and federal laws, regulations, ordinances, requirements and codes which are applicable to the performance of the Services hereunder or to subcontractor as an employer, including maintenance of standard Workers' Compensation as required by law in the State of Colorado.

9. Work Quality. The Contractor warrants to the SCHA that all services provided will be of good quality, in conformance with the highest standards of the profession and in conformance with this Agreement.

10. Work Product. Any data, reports, drawings documents or other things or information provided by the SCHA to the Contractor during the performance of services under this Agreement and any reports, drawings or other writings required under the services of this Agreement shall be and remain the sole property of the SCHA at all times. The Contractor shall return or provide to the SCHA such documents, etc. by the completion date and before full payment of the compensation herein.

11. Indemnification and Insurance. Contractor shall indemnify and hold harmless the SCHA from and against all claims, damages, losses, and expenses arising out of or resulting from acts or omissions of the Contractor, Contractor's sub-contractors or otherwise arising out of the performance of services by Contractor. No later than seven days after execution of this Agreement, Contractor shall provide the SCHA with certificates of insurance evidencing the types and amounts of insurance specified below:

- a. Standard Workers' Compensation as required by law in the State of Colorado; and
- b. Comprehensive General Liability Insurance for operations and contractual liability adequate to cover the liability assumed hereunder with limits of not less than \$400,000 on account of any one person and \$1.2 million for each occurrence of property damage and personal injury; and
- c. Automobile Liability insurance in those instances where Contractor uses an automobile, regardless of ownership, for the performance of the Services. Contractor shall carry insurance, written on the comprehensive automobile form insuring all owned and non-owned automobiles with limits of not less than \$400,000 (bodily injury per person), \$400,000 (each accident) and \$400,000 (property damage).

Insurance coverage shall not be reduced below the limits described above or cancelled without SCHA's written approval of such reduction or cancellation. Reduction, cancellation or termination of insurance coverage, or failure to obtain insurance coverage, without the SCHA's written approval shall constitute a material breach of the Agreement and shall automatically terminate the Agreement. Contractor shall require that any of its agents or subcontractors who enter upon the SCHA's premises shall maintain like insurance. Certificates of such insurance, of agents and subcontractors, shall be provided to the SCHA upon request. With regard to all

insurance, such insurance shall:

- d. Be primary insurance to the full limits of liability herein before stated and, should SCHA have other valid insurance, SCHA insurance shall be excess insurance only; and
- e. Not cancelled without thirty (30) days prior written notice to the SCHA.

12. Notice. Any and all notices required to be given to the parties by this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile or electronic mail message was received.

- a. Notices to the SCHA shall be addressed to:

Name, Title
Department
Summit Combined Housing Authority
P.O. Box 188
Breckenridge, CO 80424-0188
Email address

- b. Notices to the Contractor shall be addressed to:

Name, title
Address
Email address

If either party changes its address during the term herein, it shall so advise the other party in writing as herein provided and any notice thereafter provided to be given shall thereafter be sent by certified mail to such new address.

13. Third Parties. This Agreement does not and shall not be deemed to confer upon any third party any right to claim damages to bring suit, or other proceeding against either the SCHA or Contractor because of any term contained in this Agreement.

14. Assignment. This Agreement is for personal services predicated upon Contractor's special abilities or knowledge, and Contractor shall not assign this Agreement in whole or in part without prior written consent of the SCHA.

15. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the parties and supersedes any prior agreement or understanding relating to the subject matter of this Agreement.

16. Modification. This Agreement may be modified or amended only by a duly authorized written instrument executed by the parties hereto.

17. Severability. If any of the provisions of this Agreement shall be invalid or

unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligations of the party shall be construed and enforced accordingly, to effectuate the essential intent and purposes of this Agreement.

18. Enforcement and Waiver. The failure of either party in any one or more instances to insist upon strict performance of any of the terms and provisions of this Agreement, shall not be construed as a waiver of the right to assert any such terms and provisions on any future occasion or of damages caused thereby.

19. Nonexclusive Nature. This Agreement does not grant Contractor an exclusive privilege or right to supply services to the SCHA. SCHA makes no representations or warranties as to a minimum or maximum procurement of Services hereunder.

20. Interpretation. The validity, interpretation and effect of this Agreement shall be determined under Colorado law. All actions arising directly or indirectly as a result or in consequence of this Agreement shall be instituted and litigated only in courts having situs in Summit County, Colorado. Any provision found to be invalid or unenforceable shall have no effect upon the validity of any other section of this contract.

21. Effective Date. The effective date of this Agreement shall be the date first written above regardless of the date when the Agreement is actually signed by the parties.

22. Prohibitions on Public Contract for Services. As required by C.R.S. §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract, Contractor certifies and agrees as follows:

- a. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under the Contract; or 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 the Contract.
- b. The Contractor shall verify or attempt to verify through participation in the E-Verify program, as administered by the United States Department of Homeland Security, that the Contractor does not employ any illegal aliens. If the Contractor is not accepted into the E-Verify program prior to entering into the Contract, the Contractor shall apply to participate in the Program every three months until the Contractor is accepted or the Contract has been completed, whichever is earlier. Information on applying for the E-Verify program can be found at: <https://www.uscis.gov/e-verify>
- c. The Contractor shall not use the E-Verify program procedures to undertake pre-employment screening of job applicants while the Contract is being performed.
 - i. If the Contractor obtains actual knowledge that a Subcontractor

performing work under the Contract knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

- A. Notify the Subcontractor and the SCHA within three days that the Contractor has actual knowledge that the Subcontractor is employing or contracting with an illegal alien; and
 - B. Terminate the Subcontract with the Subcontractor if within three days of receiving the notice required pursuant to (C)(1)(a) of this Contract, the Subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the Subcontractor if during such three days the Subcontractor provides information to establish that the Subcontractor has not knowingly employed or contracted with an illegal alien.
- ii. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the department is undertaking pursuant to its authority.
- d. If Contractor fails to comply with any requirement of this section, the SCHA may terminate the Contract for breach and the Contractor shall be liable for actual and consequential damages.

23. Governmental Immunity. The SCHA does not intend to waive by any provision of this Agreement the monetary limits or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., or any other provision of law.

24. Execution by Counterparts; Electronic Signatures. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.

IN WITNESS WHEREOF, the parties have caused their duly authorized representatives to sign this **SERVICES AGREEMENT** as of the date first written above.

Contractor Name

Summit Combined Housing Authority

By: _____
Name, Title

By: _____
Name, Title

ATTACHMENT B

ACKNOWLEDGMENT OF RECEIPT OF RFP ADDENDA

The undersigned hereby acknowledges receipt of the addenda issued during the RFP process.

Addendum #1: _____ dated _____

Addendum #2: _____ dated _____

Addendum #3: _____ dated _____

Failure to acknowledge receipt of all addenda may cause the proposal to be considered non-responsive to this solicitation.

Name of Proposer: _____

Signature of Proposer: _____

Date: _____