



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number:	7026-19
RFP Title:	Remove and Replace Recycling Center Truck Weigh Scales
Pre-Proposal Meeting:	N/A
RFP Questions Due:	April 12, 2019
Submittal Due Date:	May 17, 2019
Email Address:	purchasing@bouldercounty.org
Documents included in this package:	Proposal Instructions Terms and Conditions Specifications Insurance and W-9 Requirements Submittal Checklist Evaluation Criteria Signature Page Appendix Sample Contract



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PROPOSAL INSTRUCTIONS

1. Purpose/Background

The Boulder County Administrative Services Department, Resource Conservation Division, is requesting proposals from qualified and licensed vendors for the removal of existing truck weigh scales to replace with upgraded truck scales, compatible with automated operating software, while maintaining plant inbound and outbound business.

Specifications and a sample contract are included.

2. Site Visits

The county will accept and schedule all requests for site visits. All site visits must be scheduled on or before April 11, 2019. Please call Rick Kattar, the Recycling Operations Analyst at 303-589-5864 for scheduled appointments.

3. Written Inquiries

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **April 12, 2019**. A response from the county to all inquiries will be posted and sent via email no later than **April 17, 2019**.

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

4. Submittal Instructions

Submittals are due at the Administrative Services Information Desk or email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on May 10, 2019**.

Your response can be submitted in the following ways. Please note that email responses to this solicitation are preferred, but are limited to a maximum of 25MB capacity. NO ZIP FILES ALLOWED. Electronic submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

Email purchasing@bouldercounty.org; identified as **RFP # 7026-19** in the subject line.

-OR-

US Mail One (1) unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **RFP # 7026-19**, to the Administrative Services Information Desk located at 1325 Pearl Street, Boulder, CO 80302.

All RFPs must be received and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the proposer to see that their RFP response is received on time at the stated location(s). Any responses received after due date and time will be returned to the proposer.

The Board of County Commissioners reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

Americans with Disabilities Act (ADA): If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.



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TERMS AND CONDITIONS

1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
2. Each proposer will furnish the information required in the Request for Proposals.
3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of proposals without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to ensure that the proposal arrives at the Administrative Services Information Desk prior to the time indicated in the "Request for Proposals."
8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral

clarification.

10. Confidential/Proprietary Information: Proposals submitted in response to this “Request for Proposals” and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract will be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**
11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel’s website: <http://www.colorado.gov/dpa/>.



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SPECIFICATIONS

BOULDER COUNTY RECYCLING CENTER TRUCK SCALE REPLACEMENT

The Boulder County Administrative Services Department, Resource Conservation Division, is requesting proposals from qualified and licensed vendors for the removal of existing truck weigh scales and replace with upgraded truck scales, compatible with automated operating software, while maintaining plant inbound and outbound business.

1 - Current State System

The county currently has a functioning above ground analog dual scale system. The County recently upgraded its scale software and utilizes PC Scale.

Please see Appendix A, attached, PC Scale integration specifications

Please see Appendix B, attached, Scale house and scale photos

Please see Appendix C, attached, New scale minimum suggested specifications

Please see Appendix D, attached, Current scale house electrical capabilities

Please see Appendix E, attached, PC Scale Driver Assisted Terminal (DAT) specifications

2 - Scope of Work A Propose New Automated Weigh Scales

1. Guarantee new automated scale exceeds current scale capabilities.
2. Assure new scales are compatible with PC Scale software.
3. Propose scale operating system (OS) upgrades if any.
4. Propose improved ground scale cleanout and maintenance design.
5. Propose upgraded scale decking and site rails from current state.
6. Propose redesign of scale positioning to accommodate DATs. DATs cannot be incorporated inside the scale house building.
7. Propose design of truck flow - entry / egress gate and or light system tied to PC Scale Driver Data Terminals.

3 - Scope of Work B Removal and installation

1. Provide design and subcontract new traffic flow to gated and/or lighted scale entry

and egress system that compliments PC Scale software. Current truck flow on to scale has been problematic due to sharp corner.

2. Schedule removal of scales in a manner that always allows for continued operations and use of one scale.
3. Remove and dispose of all old system components.
4. Redesign truck flow to scale and concrete entry and egress structures.
5. Install new scales in a manner that allows for continued operation of one scale.
6. Subcontract the fabrication of PC Scale house DAT stand. See design provided by PC Scale in Appendix E; note that the design cannot obscure manned scale operations inside scale house.
7. Design and subcontract fabrication of gate card reader stands, if proposed.
8. Supply all wiring, conduit and cable required for hardware/software systems.
9. Provide for all required lifting and or positioning equipment for scope of work described.
10. Pull all required permits and provide all required drawings for permitting compliance. County will assist where necessary.
11. The chosen vendor will need to include management of the integration tasks & collaboration with AMCS/ PC Scale for the install/ set-up/ calibration of PC Scale, the DATs, gates and or stoplights and new scale equipment.
12. Vendor will be required to provide as-built drawings of scales and other improvements provided at the scale house.

4 - Scope of Work C Cost/Pricing breakout

Break out your pricing as follows:

1. Truck Scale pricing – Physical scale platform and supporting structure and components.
2. Lifting and positioning equipment.
3. Construction – Includes all construction required for scale entry and egress as well as any scale pier work.
4. Installation – All pricing associated with installing the primary scale and related peripheral equipment, including DATs.
5. Scale Gate and or Light system – All pricing associated with the installation of functioning gates and or light systems.
6. Shipping/disposal – All pricing associated with shipping in new system and removing, shipping and disposal of old system.
7. Calibration – All costs associated with the scale calibration assuring scale is placed into service with Colorado weights and measures.
8. Permitting – All costs associated with obtaining proper permits.



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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS

General Liability	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products Completed Operations Aggregate 3 years Products/Completed Operations
Excess or Umbrella	\$3,000,000
Automobile Liability	\$1,000,000 Each Accident *Including Hired & Non-Owned Auto
Worker's Compensation and Employer's Liability	Statutory limits
Professional Liability or Errors and Omissions	\$1,000,000 Per Loss \$1,000,000 Aggregate Coverage maintained or extended discovery period for 2 years
Pollution Liability	\$1,000,000 Per Loss \$1,000,000 Aggregate Coverage maintained or extended discovery period for 3 years

Note that the above insurance amounts are the minimum required for this project. **Proof of current insurance must be provided with your proposal in the form of a sample certificate or your proposal will be deemed non-responsive.** If you require a waiver of insurance requirements (e.g. Workers' Compensation and sole proprietorships) you may request one in your response with an explanation.

New certificates will be requested if the contract process takes more than 30 days after an award.

W-9 REQUIREMENT

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



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SUBMITTAL SECTION

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

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

INCLUDED	ITEM
	Signed Signature page
	A typed response to the information requested below, and
	A completed price sheet, as attached Appendix B.
	The number of years your company has performed services similar to those requested.
	A description of past or present projects performed during the past five years by the Contractor similar to those requested.
	A description of the annual preventative maintenance recommended for the county-owned compactors.
	A list of three references for whom services similar to those requested were performed during the past five years. Please include contact name, telephone, and email address.
	A brief review of the safety record of your company for the past five years, and a description of safety procedures to be followed when performing the services contained in the RFP.
	Your company’s ability to provide minimum insurance requirements specified in the attached sample contract.



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EVALUATION CRITERIA

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

- Quality and clarity of proposal
- Experience providing similar services
- Understanding of service requested
- Proposed services and facilities
- References
- Price

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

Description	Points
Quality and clarity of proposal	20
Experience providing similar services	10
Understanding of service requested	15
Proposed services and facilities	20
References	5
Price	30
Total Possible	100



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SIGNATURE PAGE

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

By signing below I certify that:

I am authorized to bid on my company's behalf.

I am not currently an employee of Boulder County.

None of my employees or agents is currently an employee of Boulder County.

I am not related to any Boulder County employee or Elected Official.

(Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

**Signature of Person Authorized to Bid on
 Company's Behalf**

Date

Note: If you cannot certify the above statements, please explain in a statement of explanation.

BOULDER COUNTY (name of service contracting for) CONTRACT

THIS CONTRACT ("Contract") is entered into between the County of Boulder, State of Colorado, acting by and through its Board of County Commissioners ("County") and (name of company) ("Contractor"), (collectively, the "Parties").

In consideration of the rights and obligations specified below, the County and the Contractor agree as follows:

1. Incorporation into Contract: The following documents (the "Contract Documents") are each expressly incorporated into this Contract by reference:

- a. *The Invitation for Bid and Bid Specifications of Boulder County Bid No. _____* together with any alterations and/or modifications to these Specifications (the "Bid Documents"); **[if applicable]**
- b. Contractor's proposal in response to the Bid Document (the "Proposal"); **[if applicable]**
- c. The scope of services, attached hereto as Exhibit A (the "Scope of Services"); **[if applicable]** and
- d. The fee schedule, attached hereto as Exhibit B (the "Fee Schedule"). **[if applicable]**

2. Work to be Performed: The Contractor will, in a good and workmanlike manner and at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing (specify type of work) as specified in the Contract Documents and this Contract (the "Work"). The Contractor shall perform the Work in strict accordance with the Bid Documents and this Contract.

3. Term of Contract: This Contract shall begin and become effective on the date of execution by the parties, which date is the date specified on the signature page of this Contract. Under this Contract, the Contractor shall begin Work on (date) and shall continue through (date).

4. Payment for Work Performed: In consideration of the Work to be performed by the Contractor, and subject to paragraph 14, the County shall pay to the Contractor, in accordance with the Bid Documents, \$ (contract price).

5. Extension and/or Renewal of Contract Term:

- a. The County, in its sole discretion, may elect to extend the term of this Contract. In the event the County elects to exercise this right, it shall send notice to Contractor, pursuant to paragraph 15, of its intent to extend the term of the Contract. The notice shall set forth the length of the extension.
- b. Upon mutual agreement by the parties, this Contract may be renewed for four additional one-year periods through date during which time this Contract shall

be in full force and effect, subject to the termination provisions of paragraph 14. If this option to renew is exercised, the parties shall execute a written agreement no later than thirty (30) days before the expiration of this Contract or any subsequent renewals.

- c. All of the provisions of this Contract shall remain in full force and effect during any extension or renewed term except that the scope of services and compensation to be paid to Contractor during any extension or renewed term shall be mutually agreed upon prior to the commencement of any extension or renewed term. The agreed upon scope of services and compensation shall be reduced to writing, signed by both parties, and attached to this Contract.
- d. **TEN CALENDAR DAYS BEFORE THE COMMENCEMENT OF ANY EXTENDED TERM THE CONTRACTOR SHALL SUBMIT TO THE COUNTY PROOF OF INSURANCE AS REQUIRED IN PARAGRAPH 9.**
- e. Should the Parties fail to agree upon the scope of services or compensation to be paid to Contractor for any extension or renewed term, or should Contractor fail to submit the required documents within the time period specified in paragraph 5(d), then this Contract shall terminate at the end of the then current term and no extension or renewal of the term of the Contract shall occur.

6. Quality of Performance: The Contractor shall perform the Contract in a manner satisfactory and acceptable to the County. The County shall be the sole judge of the quality of performance.

7. Schedule of Work: The Contractor shall perform the Work during the hours designated by the County so as to avoid inconvenience to the County and its personnel and interference with the County's operations.

8. Indemnity: The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control.

9. Insurance Requirements: The Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:

a. **Commercial General Liability.**

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured endorsements CG 2010 (or equivalent), Designated Construction Projects General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured (for products/completed operations) 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 County requires Products/Completed Operations coverage to be provided 2 years after completion of construction. An endorsement must be included with the certificate.

b. **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.

c. **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.

d. **Umbrella / Excess Insurance**

Umbrella/Excess Liability insurance in the amount \$3,000,000.00, following form.

e. **Professional Liability (Errors and Omissions).**

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. 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.

f. **Pollution Liability.**

Coverage shall cover the Contractor's completed operations. The coverage must also include sudden and gradual pollution conditions including clean-up costs when mandated by governmental authority, when required by law or as a result of a third party claim. Minimum limits required are \$1,000,000 Per Loss and \$1,000,000 Aggregate. If the coverage is written on a claims-made basis, the 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.

The Contractor shall provide a Certificate of Insurance to Boulder County demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract. Boulder County shall be named as an additional insured for General Liability and Pollution Liability, as designated in the contract. Additional insured shall be endorsed to the policy.

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

Contractor shall forward certificates of insurance directly to (_____) **Agency / Department Representative's Name & Address**).

Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days prior written notice has been given to the County, except when cancellation is for non-payment of premium, then ten (10) days prior notice may be given. If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the County of any cancellation, suspension, and/or nonrenewal of any insurance within seven (7) days of receipt of insurers' notification to that effect.

Please forward certificates to the county representative named above.

10. **Nondiscrimination:** The Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices. Boulder County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable federal, state or local law and the Boulder County Policy manual (of which is available upon request).

11. **Nondiscrimination Provisions Binding on Subcontractors:** In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.

12. **Information and Reports:** The Contractor will provide to authorized governmental representatives, including those of the County, State and Federal Government, all information and reports which they may require for any purpose authorized by law. The Contractor will permit such authorized governmental representatives access to the Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor shall so certify to the County, and shall explain what efforts it has made to obtain the information.

13. Independent Contractor: The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of Boulder County for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from Boulder County, its elected officials, agents, or any program administered or funded by Boulder County. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.

14. Termination and Related Remedies:

- a. The other provisions of this Contract notwithstanding, financial obligations of Boulder County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. **Boulder County is prohibited by law from making financial commitments beyond the term of its current fiscal year.** The County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor pursuant to paragraph 15, and will be released from any and all obligations hereunder. If the County terminates the Contract for this reason, the County and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination.
- b. The preceding provisions notwithstanding, the County may terminate this Contract, either in whole or in part, for any reason, whenever the County determines that such termination is in the County's best interests. Such termination shall be effective after the County provides seven (7) days written notice to the Contractor pursuant to paragraph 15.
- c. In the event the County exercises either of the termination rights specified in paragraphs 14(a) or 14(b), this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and

may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

15. Notices: For purposes of the notices required to be provided under paragraphs 5, 9, and 14, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return Receipt Requested, Electronic Mail, or hand-delivered to the following representatives of the parties at the following addresses:

For the County: (enter DH/EO's name, Department, Mailing and Email Address)
For the Contractor: (enter Contractor's name, Mailing and Email Address)

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods specified in paragraph 14 shall commence to run on the day after the postmarked date of mailing.

16. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

17. Prohibitions on Public Contract for Services:

Pursuant to Colorado Revised Statutes (C.R.S.), § 8-17.5-101, et seq., as amended, the Contractor shall meet the following requirements prior to signing this Contract (public contract for service) and for the duration thereof:

A. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

B. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

C. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

D. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

E. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal

alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and, terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous sentence, 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.

F. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

G. If Contractor violates any provisions of this Section of this Contract the County may terminate this Contract for breach of contract. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

18. Amendments: This Contract may be altered, amended or repealed only on the mutual agreement of the County and the Contractor by a duly executed written instrument.

19. Assignment: This Contract shall not be assigned or subcontracted by the Contractor without the prior written consent of the County.

20. Complete Agreement/Binding Effect: This agreement represents the complete agreement between the Parties hereto and shall be fully binding upon the successors, heirs, and assigns of the Parties, if any, during the term hereof.

21. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

22. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

23. Termination of Prior Agreements: This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

24. Invalidity Provision: Should any of the provisions of this Contract be held to be invalid or unenforceable, then the balance of the agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the agreement or be of substantial nature, then the Party or Parties who would receive the benefit of the provision, were it not invalid or

unenforceable, shall have the option to terminate this Contract, forthwith.

25. Third Party Beneficiary: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

26. Conflict of Provisions: In the event of any conflict between the terms of this Contract and the terms of any attachments or addenda, the terms of this Contract shall control.

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

28. 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 use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to 121.

[Signature Page to Follow]

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

Executed by Boulder County on _____.
(date)

**COUNTY OF BOULDER
STATE OF COLORADO**

ATTEST: _____

By: _____
Administrative Assistant
Clerk to the Board of Commissioners

(seal)

By: _____
Elise Jones, Chair,
Board of County Commissioners

Executed by Contractor on _____.
(date)

CONTRACTOR:

Signature: _____

Title: _____

Print Name: _____

CONTRACTOR’S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statutes, § 8-17.5-101, et seq., as amended, as a prerequisite to entering into a contract for services with Boulder County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

Note: Registration for the E-Verify Program can be completed at: <https://e-verify.uscis.gov/enroll/>.

Appendix A PC Scale Integration Specifications
BCRC Inbound Trucks
Packer trucks, rolloff trucks, straight trucks, and pickups
Reader scans key fob/access card/bar code on sticker
System brings up truck number, route number default, origin default, and material default
Driver is prompted to verify and confirm information
Option available on screen for driver to update route number, origin, and material if different from default
System will receive loaded weight from scale
System uses tare weight on file to generate and print ticket for a driver
Message on screen will direct driver to correct tipping door based on material entered
Gate will open to allow driver access to tipping floor
Grader will complete grading sheet and staple a copy to the scale ticket and give back to driver
Driver will proceed to bypass lane
Reader scans key fob/access card/bar code on sticker to open gate for exit
Tractor trailer or vehicle and trailer
Reader scans key fob/access card/bar code on sticker
System brings up truck number, route number default, origin default, and material default
Driver is prompted to verify and confirm information
Option available on screen for driver to update route number, origin, and material if different from default
System will receive weight from scale
Message on screen will direct driver to correct tipping door based on material entered
Gate will open to allow driver access to tipping floor
Grader will complete grading sheet and give a copy to the driver
Driver will proceed to out scale
Reader scans key fob/access card/bar code on sticker
System brings up previously verified ticket information
System will receive empty weight from scale
System will print ticket for driver
System will communicate to gate to open for exit
BCRC Outbound Trucks
Frequent Trucks (i.e. scrap metal/glass/trash hauling)
Reader at gate scans key fob/access card/bar code on sticker
Gate will open to allow driver access to loading dock
Loader operator will load material

Driver will proceed to outbound scale
System will receive loaded weight from scale
System brings up truck number, route number default, origin default, and material default
Driver is prompted to verify and confirm information
Option available on screen for driver to update route number, origin, and material if different from default
System uses tare weight on file
System will print ticket and bill of lading for driver and loader
Driver and loader operator will sign ticket and bill of lading
Driver will take signed copies and loader operator will provide signed copies to scale house
System will communicate to gate to open for exit
BCRC Outbound Trucks
Single shipment trucks, driver has load information
Driver arrives at kiosk
System has option on screen for booked outbound loads that have been staged
Driver selects which load they are there to receive
Driver is prompted to verify and confirm information
System will receive empty weight from scale
Message on screen will direct driver to loading doors
Gate will open to allow driver access to loading doors/area
Forklift operator will load material
Driver will proceed to outbound scale
System will receive loaded weight from scale
Option available on screen for driver to update PO or booking number, destination, and material if different from default
System will print ticket and bill of lading for driver and forklift operator
Forklift operator will take photos of required loads to submit to scale house
Driver and forklift operator will sign ticket and bill of lading
Driver will take signed copies and forklift operator will provide signed copies to scale house
System will communicate to gate to open for exit
BCRC Outbound Trucks
Single shipment trucks, driver does not have load information
Driver arrives at kiosk
Driver calls for assistance from staff
Staff determines which forklift operator is there to pickup
Screen updates with load information generated from user in office
Driver is prompted to verify and confirm information
System will receive empty weight from scale
Message on screen or forklift operator will direct driver to loading docks

Gate will open to allow driver access to loading docks
Forklift operator will load material
Driver will proceed to outbound scale
System will receive loaded weight from scale
System will print ticket and bill of lading for driver and forklift operator
Driver and forklift operator will sign ticket and bill of lading
Driver will take signed copies and forklift operator will provide signed copies to scale house
System will communicate to gate to open for exit

Boulder County Recycling Center Dual Truck Scale Upgrade		
	<u>PC scale Software integration, Gate, Camera and Light requirements</u>	
DAT Stand Fabrication:	AMCS-PC Scale, the scale management software company, will require (2) Driver Assisted Terminal Stands to be fabricated by the scale company. Please see the attached drawing – “PC Scale - DAT - Laneassist - DAT Stand Fabrication Requirements.PDF” for exact size and measurements. This stand is made of 4 inch tubular steel with plate at the bottom and cross member for mounting. AMCS-PC Scale will be performing an On-Site Site Survey and plans to meet with scale company on-site to go over these requirements.	
DAT Conduit & Cabling:	The scale company should supply all conduit, cabling and electric.	
	AMCS-PC Scale, the scale management software company, will require conduit for electrical and low voltage cabling for each of the Driver Assisted Terminals that will be installed. The plan is to have a Driver Assisted Terminal installed on the Inbound Scale and a Driver Assisted Terminal (DAT) installed on the Outbound Scale.	
	There should be (2) conduits going to each DAT location. (1) half inch conduit for 120V 20AMP circuit for electricity and (1) inch and a half conduit for the low voltage communications cable. Each DAT will require the following low voltage cabling:	
	· (3) CAT 6 Ethernet Cables · (4) Belden 9940 Cables	
RFID:	The RFID that is expected to be used for Boulder County will be HID Proximity Cards. The HID Proximity Reader will be mounted on each DAT. If Boulder County is going to implement a Security Gate at the front entrance to the facility then that Security Systems should be HID Proximity Card compatible so that drivers can utilize the same Proximity Card to enter the facility as well as process a transaction at the DATS.	
Gates:	The scale company should supply all conduit, cabling and electric.	

	<p>AMCS-PC Scale, the scale management software company, will require (1) Gate at the end / exit of each scale. Each gate will need a dry contact to receive a signal from the AMCS-PCS Scale Driver Assisted Terminal so that the gate can be sent a dry contact for the gate to open. Each gate will also need an Inground Loop Detector to keep the Gate open until the vehicle has left the scale. AMCS-PC Scale will send a dry con tact to the Gate so it will open when needed. Manual Controls should also be supplied in the Scale House so that operators can open the Gates as needed.</p>										
	<p>The gate will need to have (3) conduits run to each gate. (1) half inch conduit for 120V 20AMP circuit for electricity and (1) half inch conduit for the low voltage communications cable going to each AMCS-PC Scale DAT and (1) conduit going back into the scale hose for the Gate Manual Controls. Each Gate will require the following low voltage cabling: · (1) Belden 9940 Cable</p>										
<p>Scale Indicators:</p>	<p>It is AMCS-PC Scale’s understanding that the scales are to be upgraded or potentially replaced. Regardless, the AMCS-PC Scale system prefer to see IP Scale Indicators installed for both the Inbound and Outbound Scales. Having the Scale Indicators be IP/Ethernet simplifies the cabling to scale computers/DAT Computers by allowing each Scale Indicator to simply plug into an Ethernet Port where any Computer on the network can read weight.</p> <table border="1" data-bbox="375 1056 862 1356"> <tr> <td data-bbox="375 1056 862 1129">The Scale Indicator needs to be configured as follows:</td> <td data-bbox="862 1056 1430 1129"></td> </tr> <tr> <td data-bbox="375 1129 862 1184">Scale Head Settings</td> <td data-bbox="862 1129 1430 1184"></td> </tr> <tr> <td data-bbox="375 1184 862 1239">IP Continuous Output</td> <td data-bbox="862 1184 1430 1239"></td> </tr> <tr> <td data-bbox="375 1239 862 1293">Static IP Address Assigned</td> <td data-bbox="862 1239 1430 1293"></td> </tr> <tr> <td data-bbox="375 1293 862 1356">Port Number Assigned</td> <td data-bbox="862 1293 1430 1356"></td> </tr> </table> <p>Output String is pounds-gross / carriage return or line feed after each weight</p>	The Scale Indicator needs to be configured as follows:		Scale Head Settings		IP Continuous Output		Static IP Address Assigned		Port Number Assigned	
The Scale Indicator needs to be configured as follows:											
Scale Head Settings											
IP Continuous Output											
Static IP Address Assigned											
Port Number Assigned											
<p>IP Cameras:</p>	<p>AMCS-PC Scale, the scale management software company, will require (2) Axis IP Cameras to be installed. (1) IP Camera Per Scale. This Axis IP Camera would be install approximately 10 feet past the end of each scale so that the IP Camera can see the vehicle on the scale and be able to identify the driver, the truck number, the license plate number, and the company name of the vehicle. This IP Camera is going to require a minimum of (1) conduit if Boulder County is deploying a Power Over Ethernet (POE) Switch or (2) conduits if no Power Over Ethernet Switch is supplied. AMCS-PC Scale highly suggests that Boulder County consider providing a POE switch in the scale house. If no POE switch is provided then each Axis IP Camera will require power to operate. If a POE switch is provided then only (1) CAT 6 cables needs to go to each Axis IP Camera</p>										

Traffic Lights:	<p>If traffic lights are going to be used on both scales then AMCS-PC Scale, the scale management software company, will require that the scale company procure, provide and install Traffic Lights on the front of each scale. The traffic lights will be Green until a vehicle pulls on the scale. The AMCS-PC Scale application will sense that a weight threshold has been exceeded, indicating a vehicle on is on the scale, and turn the Green Light to Red. Once the vehicle has either been staged or a final ticket is completed AMCS-PC Scale management software will turn the traffic light back to Green for the next vehicle to enter the scale. The AMCS-PC Scale DAT has Green & Red Pilot Lights on each DAT that will assist in signaling the driver to depart the scale.</p>	
	<p>If traffic lights are to be deployed then AMCS-PC Scale then the scale company will need to provide manual controls in the scale house to change the traffic lights and each traffic light will need (1) half inch conduit going between the DAT and the traffic light so that the AMCS-PC Scale can change the lights. The cabling in the traffic light to DAT conduit should be 120v control wiring.</p>	



PANEL SCHEDULE

PANEL 12

PANEL 12 120/240V

Fed from 15 KVA TRANSFORMER

Description	Size	No.	No.	Size	Description
LIGHTING	1/20	1	1	3/4"	PTA
RECEPTACLES	1/20	3	2	1/00	
RECEPTACLES RECEPTACLE	1/20	6	4	1/20	1/20" RECEPTACLE
RECEPTACLES UPS	1/20	7	3	1/20	
		8	10		
		11	12		
		13	14		
		16	17		
		17	18		
		19	20		
		21	22		
		23	24		

Empire Electric, Inc.

10575 West 120th Avenue
Broomfield, CO 80021

BROOMFIELD (303)469-1781 - GREELEY (970)352-1860



















Appendix C, New scale Minimum Suggested Specifications

Boulder County Recycling Center Dual Truck Scale Upgrade			
CURRENT STATE SYSTEM	The county currently has an above ground analog dual scale system.		
SCOPE OF NEW WORK	1. Achieve full or near full automation of inbound and outbound transactions.		
	2. Replace current scale and Upgrade from analog to digital functionality		
	3. Improve above ground scale cleanout and maintenance design		
	4. Upgrade scale decking and site rails from current state		
	5. Design and subcontract a new gated entry and egress system that compliments PC scale software and goal of full automation		
	6. Dismantle and dispose of existing dual scales		
	7. Install new dual truck scales		
	8. Reuse or redesign scale concrete entry and egress structures.		
	9. Integrate hardware with PC scale software		
	10. Subcontract the design and fabrication of the gate card reader stands		
	11. Supply all wiring and cabling to all hardware/software systems		
	12. Subcontract design and fabrication of scale house kiosk stand		
	13. Provide all required lifting and or positioning equipment for proper scale installation		
	14. Pull all required permits for turnkey installation		
	Scale Information / Specifications	Proposed Solution	

	EQUIPMENT- TRUCK SCALE	Recommended but not required	Proposers equipment specifications
DUAL SCALE EQUIPMENT	Length	72'	
	Width	11' & 12' standard – 10' by request 100,000 lbs	
	Concentrated Load Capacity (CLC) Deck Height	100,000 lbs	
	Weighbridge Height	16"	
	Weighbridge Decking	8" Concrete Deck	
	Weighbridge End Plates	3/4" Fixture Welded Smooth Plate	
	End-Wall – Load Cell Distance	10"	
	Structural Beams	10" & 8"	
	Load cell Access	Large Top Access Cover Plates	
	Steel Beam Preparation	Shot Blast Cleaned to SSPC-SP6	
	Paint System	Two-Part Epoxy Primer	
		Two-Part Polyurethane Top Coat	
	Foundation Access – Cleaning/Inspect Load Cell Capacity / Type	Sectional Cover Plates	
	Load Capacity / Type	75,000 lbs / Digital Compression Column	
	Load Cell Material / Sealing / IP Rating Load Cell Output	Stainless / Hermetically Sealed / IP68	
	Load Cell Output	RS-485 Direct Digital Output	
	Load Cell Cable	Removable, Polymer Coated, Stainless Steel Sheathed Cable	
	Load Cell Gathering Box Gathering Card	Stainless Steel NEMA 4X Metal Cable Strain Reliefs	
	Load Cell Gathering Card	8-Cell Passive Gathering Card No Adjustment Pots Needed	
	Indicator	Indicator Included and Ticket Printer Included	
	Printer	Ticket Printer	

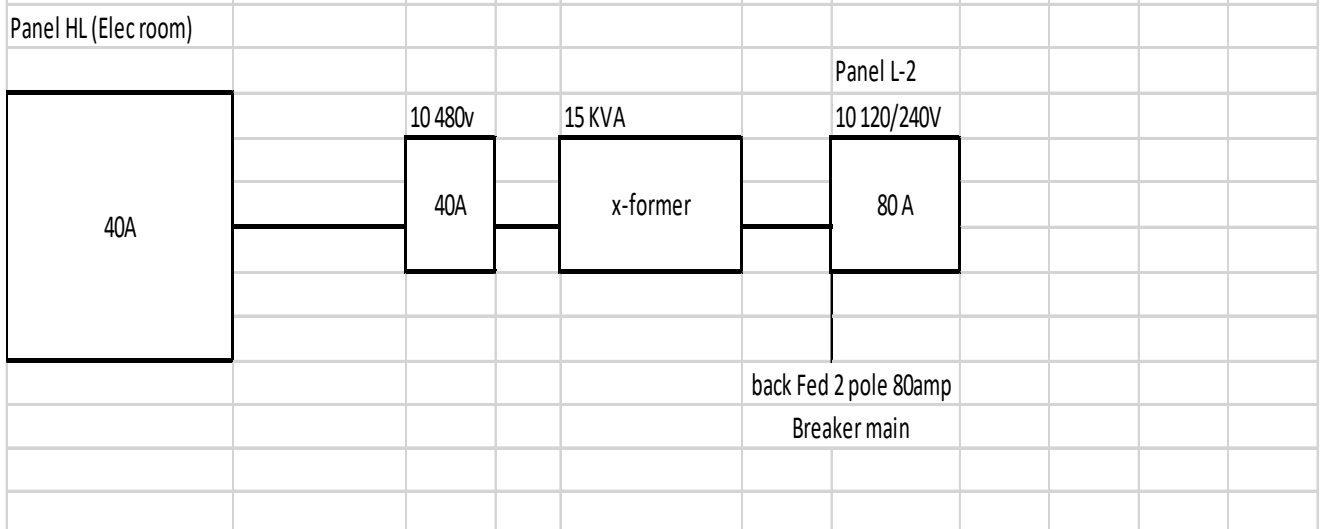
	Cable	50' six conductor home run cable	
	ADDITIONAL NOTES		
	SCALE WARRANTY		
	Weighbridge Steel	5 Years	
End wall to end wall Warranty	Load Cells	5 Years	
	Indicator	5 Years	
	Lightning Damage Coverage	5 Years – Cells, Indicator & Gathering Card	
	Labor & Travel For Warranty Service	5 Years Limited*	
	Project Pricing by Task Group	Proposer's Pricing	
TRUCK SCALE EQUIPMENT Pricing	Physical truck scale pricing	\$ -	
Lifting and positioning equipment costs	Crane, forklifts or other costs associated with this deliverable	\$ -	
Construction work	Includes all construction required for scale entry	\$ -	

	and exiting as well as pier foundation requirements.		
Installation	All costs associated with complete installation of Truck Scale, DAT stands, Camera system and Traffic light system	\$ -	
Scale gate system	Propose costing and redesign for new scale gate system - The new scale software will allow for auto scale functionality.	\$ -	
Shipping	All costs associated with delivering equipment to site for installation	\$ -	
Calibration	All costs associated with scale calibration assuring scale is placed in service with Colorado Weights and Measures	\$ -	
<u>Total Project Cost</u>	<u>Package price for turn key installation</u>	<u>\$ -</u>	

Appendix D, Current Scale House Electrical Capabilities

Scale House Electrical Panel Information

Panel HL	2P 40 Breaker				



1	Lighting	20A	2	PTA-2	30A
3	Recpts	20A	4		30A
5	Recpts	20A	6	Outside Recept	20A
7	UPS	20A	8	? SP.	20A
27	MAIN	80A			
29	MAIN	80A			

Appendix E, PC Scale Driver Assisted Terminal (DAT) Specifications

DAT STAND DESIGN SPEC'S

