



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

**REQUEST FOR PROPOSAL**  
**COVER PAGE**

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RFP Number:	<b>7045-19</b>
RFP Title:	<b>Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan</b>
Pre-Proposal Meeting:	N/A
RFP Questions Due:	August 5, 2019
Submittal Due Date:	August 19, 2019
Email Address:	<a href="mailto:purchasing@bouldercounty.org">purchasing@bouldercounty.org</a>
Documents included in this package:	Proposal Instructions Terms and Conditions Specifications Insurance and W-9 Requirements Submittal Checklist Evaluation Criteria Signature Page Sample Contract



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## RFP PROPOSAL INSTRUCTIONS

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### 1. Proposed Schedule:

Issue RFP:	Friday, July 26, 2019
RFP Questions Due:	Monday, August 5, 2019
RFP Addendum Due:	Monday, August 12, 2019
Proposal Due Date:	Monday, August 19, 2019
RFP Award:	Friday, August 23, 2019
Estimated Start Date:	Tuesday, October 1, 2019

*The above dates are subject to change by BCBS at their discretion.*

Boulder County is seeking proposals from qualified firms experienced in evaluation and development of an **Accessibility Transition Plan** for compliance with the **Americans with Disabilities Act (ADA)**. The project will include completing a self-evaluation of the County's public-facing buildings and parking lots resulting in a report of deficiencies and needed improvements. A prioritization list has been created for potential phasing of this project dependent on approved funding. This RFP outlines the services, any questions with this RFP must be directed to: [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org). Please put this title in your email to help us get the right question to the corresponding **RFP# 7045-19**.

Boulder County Building Services (BCBS) architects has developed a GIS location map for Facility and Trailhead locations. **Appendix A (Weblink):** Facility and Trailhead Locations

<https://bouldercounty.maps.arcgis.com/apps/webappviewer/index.html?id=4b51e07ab7234e4fa54a8732224f0110>

### Weblink Instructions:

- Click on or copy and paste weblink above
- Select icon for site information
- Select arrow at the bottom of page for complete site list

## Written Inquiries

All inquiries regarding this RFP shall be submitted via email to the Boulder County Purchasing Office at [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) on or before **2:00 p.m. August 5, 2019**. A response from the County to all inquiries shall be posted and sent via email no later than **August 12, 2019**.

## Submittal Instructions

Submittals are due at the Administrative Services Information Desk or the email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on August 19, 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. NO ZIP FILES ALLOWED. Electronic Submittals must be received in the e-mail box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This e-mail 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.**

**E-Mail**        [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org); identified as **RFP # 7045-19** 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 # 7045-19**, 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 Offeror 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 offeror.

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**

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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.**

**The Boulder County Attorney's Office retains sole authority for determining whether the Colorado Open Records Act requires or permits Boulder County to disclose proposal or bid documents, or any information contained therein, pursuant to an open records request.**

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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## **RFP PROPOSAL SPECIFICATIONS**

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### **Background and Introduction:**

Boulder County completed an Americans with Disabilities Act Implementation Plan in 1993. In 2000, an additional audit performed by the Department of Justice resulted in further implementation of county-wide ADA upgrades. Since the creation of the plans, changes have been made to the Americans with Disabilities Act. ADA Standards for Accessible Design have been updated, Boulder County has also acquired and removed a few facilities from the county facility inventory, modified organizational structures, performed capital improvement projects, and has different programs and services that are accessible to the public that may differ from those covered under the original ADA Self-Evaluation Plans. Thus, Boulder County's desire is to perform an updated Self-Evaluation and Transition Plan to help ensure county facilities (buildings, sidewalks trailheads, and parking lots) are accessible to the public under current ADA requirements.

This new Self-Evaluation / Transition Plan shall be considered completely new work and documentation and not update the previous 1993 and 2000 plans.

### **Proposed Project Schedule:**

It is the County's desire to have the ADA Self-Evaluation / Transition Plan completed as soon as possible. The date listed below is a targeted milestone. Consultant to include a comprehensive schedule with proposal response. Assumptions made about turnaround times required from the County should be included.

ADA Transition Report Due:	12/20/19 – Friday, December 20, 2019
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*The above date is subject to change by BCBS at their discretion.*

**EXISTING BUILDING SITE PRIORITIZATION:**

<b>BOULDER COUNTY FACILITY LIST FOR ADA SELF-EVALUATION &amp; TRANSITION PLAN</b>				
<b>FACILITY DESCRIPTION</b>	<b>FACILITY LOCATION</b>	<b>SQ FEET</b>	<b>STORIES</b>	<b>HISTORIC</b>
<b>Downtown Boulder</b>				
BC Courthouse	1325 Pearl St., Boulder	24,172 SF	5	X
BC Courthouse West Wing	2020 13 <sup>th</sup> Street, Boulder	17,529 SF	3	
BC Courthouse East Wing	2025 14 <sup>th</sup> Street, Boulder	24,037 SF	4	
BC Courthouse Annex	2045 13 <sup>th</sup> St., Boulder	32,342 SF	4	X
BC Justice Center	1777 6 <sup>th</sup> St., Boulder	175,428 SF	3	
<b>North Broadway Complex</b>				
Addiction Recovery Center	3470 N. Broadway, Boulder	8,811 SF	2	
Health & Housing Human Services	3400/3450 N. Broadway, Boulder	23,874 SF	2	
Old County Hospital	3460 N. Broadway, Boulder	20,217 SF	2	X
Sundquist Building	3482 N. Broadway, Boulder	22,517 SF	1	
Iris Building: Mental Health Center	1333 Iris Avenue, Boulder	34,123 SF	2	
North Broadway Ballfields	3400 N Broadway, Boulder	6.74 Acres	N/A	
Iris Building	1333 Iris Avenue, Boulder	34,123 SF	1	
<b>East Boulder</b>				
Clerk and Recorder	1750 33 <sup>rd</sup> St., Boulder	36,874 SF	2	
Sheriff's Headquarters	5600 Flatirons Pkwy, Boulder	76,124 SF	2	
Coroner's Facility	5610 Flatirons Pkwy, Boulder	9,153 SF	1	
<b>Jail Complex</b>				
Boulder County Jail, Sheriff	3200 Airport Road, Boulder	123,950 SF	2	
Addiction Recovery Center (Detox)	3180 Airport Road, Boulder	21,060	2	
Communications Center, Sheriff	3280 Airport Road, Boulder	22,130 SF	2	
<b>Recycling Center Complex</b>				
	1901 E 63 <sup>rd</sup> Street, Boulder			
<b>Longmont</b>				
St. Vrain Community Hub – North Wing	519 Coffman Street, Longmont	29,783 SF	3	
St. Vrain Community Hub – South Wing	529 Coffman Street, Longmont	75,000 SF	3	
Longmont Courthouse	1035 Kimbark, Longmont	30,850 SF	2	
Parks and Open Space Admin, Transportation Complex (5 buildings: 1 admin + 1 shop + 2 maintenance + 1 facilities plant)	5201 St. Vrain Road, Longmont	89,834 SF	N/A	
<b>Transportation Department</b>				
Walden Ponds (1 POS building 855 sf + 2 shops= 19,933sf)	3897 North 75th St., Boulder, CO	19,933 SF	1	
Alaska Avenue (1 admin + 3 storage blgs)	1288 Alaska Ave., Longmont, CO	27,424 SF	1	
Nederland Substation (1 road maintenance	286 Ridge Rd., Nederland, CO	10,881 SF + 200	1	

building + RCD sheds)		SF 11,081 SF		
<b>Walker Ranch</b>	7701 Flagstaff Road, Boulder			X
Main House	" "	400 SF	1	
Log House	" "	300 SF	1	
Wheat Barn	" "	800 SF	1	
Blacksmith Shop	" "	300 SF	1	
Hay Barn	" "	3,000 SF	1	
Wagon Barn	" "	800 SF	1	
<b>Additional Buildings</b>				
Allenspark Waste Transfer Station	14857 Hwy 7, Allenspark, CO	100 SF (?)	1	
Goodhue House (Rock Creek Farm)	2009 S. 112th St, Broomfield	2,934 SF	2	X
Longhorn Road Maintn. Bldgs.	3116 Longhorn Road, Boulder	14,248 SF + 4,100= 18,348 SF	1	
Kaiser Building (county on 2 <sup>nd</sup> floor)	2525 13th Street, Boulder		2	
Agricultural Heritage Center Farmhouse, Stroh Barn and McIntosh Barn	8348 Ute Hwy, Longmont	1,784 SF + 2,500 SF + 2,520 SF = 6,804 SF	1	
Nederland Mining Museum	22 W 2nd St, Nederland	2,520 SF	1	X
Dougherty Museum	8306 N 107 <sup>th</sup> St, Longmont	28,800 SF	1	
Wall Street Assay Office	6352 Fourmile Canyon, Boulder	1,394 SF	1	X
Altona School House	834 Lefthand Canyon Dr., Boulder	570 SF	1	X

Note: There are additional county facilities that are not open for public access, such as, support facilities. It is anticipated that some county facilities that are not open for public access and will be excluded from this project. Refer to [Appendix A Weblink](#) for complete list of facilities.

<b>BOULDER COUNTY FAIRGROUNDS FACILITY LIST FOR ADA SELF-EVALUATION &amp; TRANSITION PLAN</b>				
<b>FACILITY DESCRIPTION</b>	<b>FACILITY LOCATION</b>	<b>YEAR BUILT</b>	<b>STORIES</b>	<b>HISTORIC</b>
<b>Fairgrounds Complex</b>	9595 Nelson Road, Longmont	1978		
Exhibit Building	" "		1	
Indoor Arena	" "		1	
Outdoor Arena	" "		1	
Pole Barn	" "		1	
Barn A	" "		1	
Barn B	" "		1	
Barn C	" "		1	
Barn D	" "		1	
Barn E	" "		1	



Picnic Shelter	" "		1	
Natural Resources Building	" "		1	
Clover Building	" "		1	
Affolter House	" "		1	X
Midway	" "		1	
Campground and RV Park	" "			

**SCOPE OF SERVICES**

The Scope of Services generally includes project management, meetings, an ADA Self-Evaluation, physical barrier surveys and reports, inventory database and mapping, ADA Self-Evaluation and Transition Plan reports, county staff training, and on-call ADA support as needed.

**EVALUATION AND TRANSITION PLAN**

Conduct surveys of all facilities on the inventory list to identify and locate all physical barriers to access. Identify the applicable accessibility standards and codes and confirm the standards and codes with Boulder County Building Services (BCBS) prior to performing the surveys. Collect necessary information during the physical survey to facilitate report preparation, such as dimensions and color photographs.

**EVALUATION INVENTORY:**

- A. Public Facing Areas, Employee Areas, Parking Lots and Sidewalks, Communications and Website
- B. Trailheads and Trail Facilities
- C. Programs, Policies and Procedures

**A. PUBLIC BUILDINGS AND ASSOCIATED PARKING LOTS:**

Determine specific features to be surveyed in county facilities and associated parking lots as required under the accessibility standards and codes.

Common features typically include:

Buildings:

- Signs (Braille)
- Path of Travel
- Curb Ramps
- Ramps and Handrails
- Stairs and Handrails
- Hazards (protruding objects)
- Doors and Gates

- Drinking Fountains
- Telephones
- Building Levels and Lifts
- Elevators
- Turnstiles
- Transaction Counters
- Corridors/ Aisles
- Multiple User Restrooms
- Single User Restrooms

- Parking Lots:
  - Parking Spaces/Access Aisles
  - Passenger Loading Zones
  - Curb Ramps
  - Path of Travel
- Ramps and Handrails
- Stairs and Handrails
- Hazards (overhanging and protruding objects)
- Signs

**PUBLIC COUNTY OWNED SIDEWALKS:**

The county's approximate sidewalk inventory is not quantified. County sidewalks are those directly adjacent to the county buildings. Consultant to perform a complete and detailed sidewalk survey around county building to identify locations of the following:

- a) Existing sidewalk locations that do not comply with accessibility standards (such as vertical or horizontal displacements, excessive cross slopes, inadequate widths, and obstructions) at county facilities.
- b) Locations of all sidewalk distresses, missing or incomplete sidewalks at the county facilities.

**EMPLOYEE AREAS:**

Determine specific features to be surveyed employee areas as required under the accessibility standards and codes.

Common features typically include:

Employee Areas:

- Signs (Braille)
- Path of Travel
- Ramps and Handrails
- Stairs and Handrails
- Hazards (protruding objects)
- Doors
- Drinking Fountains
- Elevators
- Turnstiles
- Break Rooms
- Eating Areas Vending
- Corridors/ Aisles / Path of Travel
- Multiple User Restrooms
- Single User Restrooms
- Locker Rooms
- Conference Rooms

**COMMUNICATIONS AND WEBSITE:**

Conduct Barrier Assessment Surveys and review all county communications and webpages, as appropriate. The Surveys will identify barriers in county communications and webpages that could limit accessibility.

Based on the Barrier Assessment Surveys, develop Access Compliance Assessment Reports (ACARs) to support the comprehensive assessment process, which shall include a feasible solution and individual cost estimates for each solution.

**B. TRAILHEADS AND TRAIL FACILITIES:**

Determine specific trailhead features to be surveyed to comply with ABAAS Accessible Trails. Boulder County trails are natural terrain and do not include paved trails.

Common features at trailheads typically include:

- Accessible parking spaces or other arrival points
- Accessible elements, spaces, and facilities within the trailhead
- The starting point of the trail
- Typical and minimum trail head width
- Pavilions and/or restrooms

**C. PROGRAMS, POLICIES, PROCEDURES:**

Conduct an analysis of county programs, policies and procedures and provide a best practice guide such as: Access Compliance Assessment Reports (ACARs) for Boulder County.

The consultant shall review all ACARs and develop drawings/diagrams showing all programs and services to be included in the ADA Transition Plan, as appropriate. The consultant shall summarize the ACARs and identify issues that may limit physical or other access to individuals with disabilities to county programs, policies and procedures. Each section of the Self Evaluation report shall include a feasible solution, cost estimate for eliminating each barrier and the priority level of the project.

## SCOPE OF SERVICES

- The following is proposed scope of services for all phases/priorities listed above. Additional actions may be included as the consultant deems appropriate based upon their experience.
  - Review and evaluation of county facilities, sidewalks and parking lots to identify issues which may impede access for people with disabilities.

Produce Facility Diagrams of public-facing building interiors, exteriors and parking lots for use in the ADA Transition Plan, including all interior space (floor plans) and exterior spaces open to public access. Plans should note the location of architectural barriers. Refer to [Appendix A Weblink](#) for complete list of facilities.

- Develop Facility Reports for each site and building and public right-of-way detailing each item found to be not in compliance. The reports will become the property of Boulder County for future reference and update as needed.
- Prepare the Self-Evaluation and Transition Plan to include the following:
  - Review of findings of self-evaluation of programs, policies, website, facilities, publicright- of-ways and activities
  - Identify barriers and prioritize solutions
  - Establish a priority list of all county services. The list should include a map with the path of travel to each service and should include the minimum barriers that need to be removed for compliance
  - Identify cost estimates
  - Recommend new policies
- Coordinate meetings with assigned county staff to include initial kick-off meeting, interim progress reports and project completion meetings.
- Consultant should be prepared to present ADA Transition Plan to the County Commissioners at a public meeting if requested.
- Prepare and present Transition findings at Q&A Session for Boulder Office of County Commissioners (BOCC) to clarify information and finalize process.
- Establish a tracking system compatible with Boulder County's BUILDER® software to update barrier removals as they are performed by County staff. All database files shall be the property of the Boulder County and electronic files shall be submitted in a non-proprietary format.

- **Optional On-Call ADA Support**

- With prior written authorization, consultant shall provide ongoing support to provide expertise and answer questions regarding the Self-Evaluation and Transition Plan or other items related to ADA.

- **Additional Services**

- Consultant shall not proceed with any additional services without prior written authorization. County may authorize additional services that are not included in the Basic Scope of Services.

- Fee Proposal Breakdown

<b>FEE PROPOSAL DETAIL PER BUILDING</b>	
<b>BUILDING</b>	<b>FIXED FEE</b>
<b>Downtown Boulder</b>	
BC DT Courthouse	\$
BC DT Courthouse West Wing	\$
BC DT Courthouse East Wing	\$
BC DT Courthouse Annex	\$
BC Justice Center	\$
<b>North Broadway Complex</b>	
Addiction Recovery Center	\$
Health & Housing Human Services	\$
Old County Hospital	\$
Sundquist Building	\$
Iris Building: Mental Health Center	\$
North Broadway Ballfields	\$
<b>Iris Building</b>	
Mental Health Center	\$
<b>East Boulder</b>	
Clerk and Recorder	\$
Sheriff's Headquarters	\$
Coroner's Facility	\$
<b>Jail Complex</b>	
Boulder County Jail, Sheriff	\$
Addiction Recovery Center (Detox)	\$
Communications Center, Sheriff	\$
<b>Recycling Center Complex</b>	\$
<b>Longmont</b>	
St. Vrain Community Hub – North Wing	\$
St. Vrain Community Hub – South Wing	\$
Longmont Courthouse	\$
Parks and Open Space Admin, Transportation Complex	\$
<b>Transportation Department</b>	
Walden Ponds	\$
Alaska Avenue	\$
Nederland buildings	\$
<b>Walker Ranch</b>	
Main House	\$
Log House	\$
Wheat Barn	\$
Blacksmith Shop	\$

Hay Barn	\$
Wagon Barn	\$
<b>Additional Buildings</b>	
Allenspark Waste Transfer Station	\$
Goodhue House (Rock Creek Farm)	\$
Longhorn buildings	\$
Kaiser Building	\$
Agricultural Heritage Center Farmhouse, Stroh Barn and McIntosh Barn	\$
Nederland Mining Museum	\$
Dougherty Museum	\$
Wall Street Assay Office	\$
Altona School House	\$
<b>TOTAL SUM:</b>	\$
Reimbursable Expenses	\$
Reimbursable Expenses if buildings phased separately at a later date	\$
<b>BIDDER CLARIFICATIONS:</b> Consultant shall include any clarification or assumption qualifying their proposal.	

<b>FEE PROPOSAL DETAIL – FAIRGROUNDS</b>	
<b>PHASE</b>	<b>FIXED FEE</b>
Fairgrounds	\$
<b>TOTAL SUM:</b>	\$
Reimbursable Expenses as Phase I	\$
Reimbursable Expenses if phased separately at a later date	\$
<b>BIDDER CLARIFICATIONS:</b> Consultant shall include any clarification or assumption qualifying their proposal.	

<b>FEE PROPOSAL DETAIL – COMMUNICATIONS AND WEBSITE</b>	
<b>PHASE</b>	<b>FIXED FEE</b>
Communications	\$
Website	\$
<b>TOTAL SUM:</b>	\$
Reimbursable Expenses as Phase I	\$
Reimbursable Expenses if phased separately at a later date	\$
<b>BIDDER CLARIFICATIONS:</b> Consultant shall include any clarification or assumption qualifying their proposal.	

<b>FEE PROPOSAL DETAIL – TRAILHEADS AND TRAIL FACILITIES</b>	
<b>PHASE</b>	<b>FIXED FEE</b>
Trailheads	\$
<b>TOTAL SUM:</b>	\$
Reimbursable Expenses as Phase I	\$
Reimbursable Expenses if phased separately at a later date	\$
<b>BIDDER CLARIFICATIONS:</b> Consultant shall include any clarification or assumption qualifying their proposal.	

<b>FEE PROPOSAL DETAIL – PROGRAMS, POLICIES, PROCEDURES</b>	
<b>PHASE</b>	<b>FIXED FEE</b>
Policies and Procedures	\$
<b>TOTAL SUM:</b>	\$
Reimbursable Expenses as Phase I	\$
Reimbursable Expenses if phased separately at a later date	\$
<b>BIDDER CLARIFICATIONS:</b> Consultant shall include any clarification or assumption qualifying their proposal.	



- Estimated Cost of Reimbursables

<b>REIMBURSABLE ADDITIONAL EXPENSES AS INCURRED (NOT TO EXCEED)</b> List and estimate typical expense items	
<b>EXPENSE</b>	<b>NTE AMOUNT</b>
Travel	\$
Printing	\$
	\$
<b>REIMBURSABLE EXPENSE ESTIMATE:</b>	\$

- On-Call Services

<b>ON-CALL SERVICES</b> List and estimate typical on-call services	
<b>ON-CALL SERVICE</b>	<b>PROPOSED HNTB AMOUNT</b>
	\$
<b>ON-CALL SERVICES</b>	\$

- Additional Services Detail

<b>ADDITIONAL SERVICES</b> List and estimate typical additional services		
<b>ADDITIONAL SERVICE</b>	<b>PROPOSED AMOUNT</b>	<b>REMARKS</b>
<b>Vendor Facilitated Community Engagement: Present Review of Report and Transition Plan Schedule</b>	\$	
	\$	
	\$	
<b>ADDITIONAL SERVICES</b>	\$	

**END OF SCOPE OF WORK SECTION**



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## **INSURANCE AND W-9 REQUIREMENTS**

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### **INSURANCE REQUIREMENTS**

<b>General Liability</b>	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products Completed Operations Aggregate 3 years Products/Completed Operations
<b>Excess or Umbrella</b>	May be required if higher limits are requested.
<b>Automobile Liability</b>	\$1,000,000 Each Accident *Including Hired & Non-Owned Auto
<b>Worker's Compensation and Employer's Liability</b>	Statutory limits
<b>Professional Liability or Errors and Omissions</b>	\$1,000,000 Per Loss \$1,000,000 Aggregate Coverage maintained or extended discovery period for 2 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 CHECKLIST**

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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:

<b>INCLUDED</b>	<b>ITEM</b>
	Name and Address of the Partners and Subcontractors if applicable
	A detailed design schedule with costs associated per phase
	Submit a copy of any contract you would require to be executed in this process
	Submit three references for similar projects your company has completed within the last three years and contact information
	Insurance Certificate
	W-9
	Signature Page
	Vendor's Commitment with Diversity, Equity and Inclusion
	Addendum Acknowledgement(s) (If Applicable)



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## EVALUATION CRITERIA

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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:

- RFP submittal: Content, organization, completeness.
- Cost for Professional services: Listed above for professional services, hourly rates.
- Technical Knowledge / Experience: Proposal demonstrates a clear understanding of the UDAAG (ADA Accessibility Guidelines), UFAS (Uniform Federal Accessibility Standards) (TRAILHEADS) requirements and the work to be performed and includes examples of successful projects, staff credentials, and project references.

**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:**

**Review Criteria:**

Item	%	Criteria
1	20%	RFP submittal: Content, organization, completeness.
2	40%	Cost for Professional services: Listed above for professional services, hourly rates.
3	40%	Technical Knowledge / Experience: Proposal demonstrates a clear understanding of the UDAAG (ADA Accessibility Guidelines), UFAS (Uniform Federal Accessibility Standards) (TRAILHEADS) requirements and the work to be performed and includes examples of successful projects, staff credentials, and project references.
Total	100%	



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

**SIGNATURE PAGE**

<b>Contact Information</b>	<b>Response</b>
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 ADA SELF-EVALUATION AND TRANSITION PLAN CONTRACT

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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 or Request for Proposal and Specifications of Boulder County Bid No. **7045-19** together with any alterations and/or modifications to these Specifications (the "Bid Documents");
  - b. Contractor's proposal in response to the Bid Document (the "Proposal");
  - c. The scope of services, attached hereto as Exhibit A (the "Scope of Services"); and
  - d. The fee schedule, attached hereto as Exhibit B (the "Fee Schedule").
  
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 Contract 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 Contract Documents, \$ (contract price).
  - a. Invoicing: The Contractor shall submit an invoice to the Boulder County Building Services by the 10th of the month following the completion of work.
  - b. **All invoices submitted require the following components:** Contractor's name and address (which must match the submitted W-9 or W-9 with remit address), payment remittance address, payer, name and address, date of invoice, invoice number, brief description of services, dates of services, and total amount due.
  - c. Send completed invoices to: **James Butler, Boulder County Building Services, PO Box 471, Boulder Colorado 80306**
  - d. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment.
  - e. The County reserves the right to recoup any damages incurred as a result of Contractor's failure to submit invoices pursuant to the terms of this paragraph.
  
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.

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.

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 **James Butler, Boulder County Building Services, PO Box 471, Boulder CO, 80306**

**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 Personnel & 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:

Jana Peterson, Administrative Services Director, PO Box 471,  
Boulder, CO 80306, [jpetersen@bouldercounty.org](mailto:jpetersen@bouldercounty.org)

For the Contractor:

TBD

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 Contract 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 20<sup>th</sup> 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. Representations and Warranties: Contractor represents and warrants the following to The County, as a material inducement to the County to execute this Contract, which representations and warranties shall survive the execution and delivery of this Contract, any termination of this Contract, and the final completion of the work.

- a. Execution of this Contract and performance thereof is within the Contractor's duly authorized powers;
- b. Any individual executing this Contract is authorized to do so by the Contractor;
- c. The Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the project; and
- d. The Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and possessed of sufficient working capital to complete the work and perform all obligations under the Contract.

29. 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: \_\_\_\_\_  
Chair  
Board of County Commissioners

Executed by Contractor on \_\_\_\_\_.  
(date)

**CONTRACTOR:**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Print Name: \_\_\_\_\_