



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

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number: **7115-20**

RFP Title: **US 287 Bus Rapid Transit Feasibility and Station Areas Toolkit**

Pre-Proposal Meeting: February 24, 2020
8:30 a.m. to 10:00 a.m.
Large Conference Room
2525 13th St, Suite 203
Boulder, CO 80304

RFP Questions Due: February 26, 2020 – 2:00 p.m.

Submittal Due Date: March 9, 2020 – 2:00 p.m.

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
- Sample Contract



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PROPOSAL INSTRUCTIONS

1. Purpose/Background

Boulder County is initiating a project to develop a detailed plan for Bus Rapid Transit (BRT) feasibility and intersection enhancements from the Main Street and State Highway 66 park-n-ride in Longmont to the US 36 station in Broomfield, as well as opportunities for regional connections north to Fort Collins and south to Denver.

2. Non-Mandatory Pre-Proposal Meeting

A non-mandatory Pre-Proposal Meeting will be held February 24, 2020 from 8:30 a.m. to 10:00 a.m. in the Large Conference Room in the Transportation Department.

Although attendance is encouraged, proposals from firms not represented at the non-mandatory, pre-proposal meeting will be accepted and site visits will not be accepted.

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. February 26, 2020**. A response from the county to all inquiries will be posted and sent via email no later than **February 28, 2020**.

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 March 9, 2020.**

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 # 7115-20** 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 # 7115-20**, 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.**

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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SPECIFICATIONS

US 287 BRT Feasibility Project Scope of Work

US 287 Bus Rapid Transit Feasibility and Station Areas Toolkit

Project Background:

Boulder County is initiating a project to develop a detailed plan for Bus Rapid Transit (BRT) feasibility and intersection enhancements from the Main Street and State Highway 66 park-n-ride in Longmont to the US 36 station in Broomfield, as well as opportunities for regional connections north to Fort Collins and south to Denver.

This study will identify where what type of capital improvements can and should be made to improve transit travel times in the corridor. The planning work will also include the addition of a station areas toolkit reference document as a collection of potential capital and operation treatments that can be applied to create safer, more predictable interactions between modes.

The 2014 RTD Northwest Area Mobility Study (NAMS) identified US 287 as a strong candidate corridor for Bus Rapid Transit investments. Since then, the US 287 corridor and surrounding areas have experienced housing and employment growth. The study will address transit operations, especially through major intersections by starting at a high-level, corridor wide, analysis and getting more detailed as transit needs become defined.

An analysis will be conducted to understand traffic patterns, current transit, vehicle queue lengths and intersection opportunities. Planning level concepts to improve transit operations and predictability among modes will be developed, e.g., queue-jumps, managed lanes, bus on shoulder. The plan will include preliminary, planning-level right of way needs and cost estimates for the entire corridor between the defined limits.

Improvements to safety and intersection design are related. Safety and operational changes will dovetail together in this project. This study will both determine the feasibility and scale of BRT or transit enhanced corridor and provide materials needed for environmental review and next steps

for construction of recommended corridor treatments. Once completed there are several funding sources that will be pursued to implement the study's recommendations.

Scope of Work

- 1. Project Management**
- 2. Defining Corridor Values, Vision, Goals and Objectives BRT Feasibility**
- 3. Data Acquisition**
- 4. Existing Conditions Report**
- 5. Bus Rapid Transit Feasibility for US 287 Corridor**
- 6. Costs**
- 7. Station Areas Toolkit**
- 8. Transit Recommendations**

Task 1: Project Management

The selected consultant will work closely and coordinate with Boulder County staff and other stakeholders throughout the project. Project management activities will include, and are not limited to, the following:

1. Consultant will have representation at technical team meetings throughout the planning process and coordinate with elected officials through political coalition. Project will have a technical and political coalition structure.
2. Consultant will make plans for and have representation at three rounds of public meetings; generate meeting materials. Consultant team will work with oversight committee(s) to create a community engagement plan that will be informed by draft Public and Agency Communications Plan. It will include “community conversations” – where staff attends existing community meetings to solicit feedback from members of the public. Project team will work with staff to develop project communications planning, including working with county staff to develop a website and other outward facing tools.
3. The consultant shall prepare monthly progress reports and invoices. Work conducted within the City-County of Broomfield must be separated from that done within Boulder County, though both will be billed to Boulder County. The consultant will establish and maintain a project schedule with key milestones and maintain open communications with project manager.
4. The project report should include summaries of work accomplished, percent of task complete, work planned for upcoming month, problems encountered, solutions for problems and other topics as needed.
5. Consultant will develop provide robust quality assurance and quality controls (QA/QC).
6. Consultant team will conduct additional administrative and management tasks as needed.

Task 1 Deliverables:

- A. Project schedule
- B. Quality control records shall be made available for Boulder County audits upon request
- C. Monthly progress reports
- D. Monthly invoices; work conducted within City-County of Broomfield on separate invoice to Boulder County
- E. Community engagement plan
 - a. It will be informed by the draft project Public and Agency Communications Plan, input from oversight committee(s), local staff and best practices.
- F. Meeting materials
- G. Kickoff and regular stakeholder meetings
- H. Project reports and appendices

Task 2: Defining Corridor Values, Vision, Goals and Objectives

Limits: Main Street and SH 66 PnR in Longmont to US 36 and Broomfield Station, opportunities for regional connectivity to Ft Collins and Denver

Discussion on setting the vision for transit along this corridor and its role for defining corridor well-being. This should start beyond transportation and become more narrowed as the goals and objectives for how this project can support the vision develops.

1. Discussion of what quality-of-life opportunities important to the corridor
2. High-level review and discussion of community values for the corridor
3. Vision, goals and objectives to be driven by discussion on what makes successful BRT for this corridor:
 - a. What metrics will be used? Boardings per hour? Total boardings? Boardings per mile? On-time performance? Frequency of service? Total travel time? Expected passenger miles travelled? Financial performance?
 - b. What defines where new transit infrastructure is needed (e.g. queue jump lanes, managed lanes, stations and supporting amenities, first and final mile infrastructure and programs)?
 - c. Discussion on how this corridor will relate to other BRT corridors and appropriateness of managed lanes to match US36 and SH119.
 - d. Review and discussion of existing guidelines including Institute for Transportation Development Policy (ITDP), Federal Highways Administration (FHWA), Federal Transit Administration (FTA), NACTO Transit Street Design Guide, national, international (Europe, Latin America) and other examples to measure the success of bus service and BRT. Review and discussion of local and regional practices.
 - e. Use adopted local Transportation Master Plans (TMPs) plan implementation and performance metrics to guide decision-making
4. Review of existing documentation, including adopted Transportation Master Plans, North Area Mobility Study and State Highway 7 Station Area Master Plan
5. Integration of existing services into potential new BRT service
6. Consideration for consistency and agency metrics; FTA compliance.

Task 2 Deliverables:

- A. Stakeholder meetings
- B. Review and discussion-driven understanding of holistic community values and how it relates to transportation; how this project can advance corridor vision and values
- C. Development of consensus around clearly defined corridor vision, goals and objectives
- D. Vision, goals and objectives to guide development of corridor transit plan and potential future studies.

Task 3: Data Acquisition

The selected consultant will collect the necessary data needed to conduct the study. Not all data will be needed for the entire corridor. The project will start with high level corridor wide analysis and narrow to station areas. The project will provide a high-level overview and transit review for

the entire corridor. As the station locations develop, a more extensive data set may likely be needed around the station areas.

Review of the safety components and crashes with an emphasis on transit access, operations and need for further study in the future. For purposes of this document, the data sources are categorized for ease of understanding needs. The actual data collection will likely be more fluid than the outline below. Data needed for the study will include and not be limited to:

1. Existing data sources:

a. Corridor analysis:

- i. Areas of special concern, such as schools, parks, public buildings, commercial districts and developable lands
- ii. Traffic volumes, flows, speeds, delay, queues
- iii. Areas of congestion
- iv. Safety and crashes; locations that will require additional future study
- v. Land use, densities and neighborhood connectivity
- vi. Transportation system and network connectivity

b. Transit analysis:

- i. Routes, frequencies and ridership
- ii. Schedules
- iii. Design and operational speeds
- iv. Demand and usage for transit stops along the corridor
- v. Park-n-rides and utilization rates
- vi. Technology currently being used

c. Bicycle and Pedestrian Levels of Stress factors to better understand physical and perceived safety in providing access within defined station areas:

- i. Traffic counts and daily volumes
- ii. Traffic speeds / posted speed limits
- iii. Existing Infrastructure
- iv. Crashes and close calls
- v. Areas where bicycling or walking is prohibited
- vi. Presence of right or left turn (vehicle) lanes
- vii. Bicycle access to transit
- viii. Access to transit for people walking and rolling

2. New data sourcing:

a. Analysis of 11 signalized intersections to understand vehicle queue lengths in general purpose lanes to plan transit enhancements:

- i. Midway Boulevard, Miramonte Boulevard, West Dillion Road (2 intersections), Arapahoe Road, Baseline Road, Diamond Circle, South Boulder Road, Mineral Road and Ken Pratt Boulevard
- ii. À la carte consultant pricing for additional intersection modeling

- iii. Consultant pricing options for team to complete VISSIM or Synchro analysis and consultant to provide overview of tradeoffs
 - a. This will inform both the type of analysis and cost
 - b. Options and next steps for analysis
- b. Modeled transit ridership projections
- c. Time savings evaluation: Level boarding, multi-door boarding, enter front / exit rear, bikes on board; incremental ways to improve efficiencies and order
 - i. Measure or model current dwell times and time-cost factors / opportunities for improved speeds during boarding and alighting.

Task 3 Deliverables:

- A. Summary of data acquired
- B. Modeling
- C. Data incorporated into additional tasks and deliverables

Task 4: Existing Conditions Report

Limits: Main Street and SH 66 PnR in Longmont to US 36 and Broomfield Station, opportunities for regional connectivity to Ft Collins and Denver

The study aims to develop recommended solutions to make it even more reliable and safe for people traveling on US 287. The data collection will inform, but not dictate, treatments. The existing conditions component of this study will include, and is not limited to the following:

1. Traffic analysis:

An overview of current and projected traffic volumes, flows, speeds, bicycling movements, desired walk lines and existing programming.

- a. Delay and congestion at intersections
 - i. VISSIM or Synchro analysis to understand queue lengths in general purpose lanes for key signalized intersections in item 2a of Task 3:
 - a. Analysis will help determine impacts of transit treatments options
 - b. À la carte pricing from consultant team to conduct additional VISSIM or Synchro analysis
 - ii. Visual observation for understanding maximum queue lengths and model calibration
- b. Review of current ITS (Intelligent Transportation Systems) in use on the corridor

2. Transit ridership analysis

- a. Historical boardings and alightings at all stops along the corridor
- b. Load factors between each stop
- c. Route and schedule analysis
- d. Accessibility
- e. Boarding and alighting times

3. Bicycle and pedestrian facilities

- a. Corridor mapping of pedestrian and bicycle levels of stress

- b. Counts
- c. Identification of key points of real or perceived safety concerns to non-motorized travel
- d. Bicycle and pedestrian infrastructure
- e. Access opportunities to local and regional trail systems along the corridor to expand first and final mile options.

Task 4 Deliverables:

- A. Existing conditions report
 - a. Containing – but not limited to – the items in task 4
 - b. Bicycle, wheelchair and mobility aid interactions with the transit system
 - i. Average board and alight time
 - ii. Customer experience
 - c. Mode split on how people access the bus, including park-n-ride
 - d. Mode share on and surrounding the corridor
 - e. Other relevant information

Task 5: Bus Rapid Transit Feasibility for US 287 Corridor

Limits: Main Street and SH 66 PnR in Longmont to US 36 and Broomfield Station, opportunities for regional connectivity to Ft Collins and Denver

The US 287 BRT study seeks to further refine the feasibility of BRT presented in the Northwest Area Mobility Study (NAMS). This study will identify the following:

1. Routing options

The selected team will analyze route options to meet the goals identified in task 2. The study should incorporate this service with other planned BRT corridors including SH119 between Longmont and Boulder, the current LDX route from Longmont to Denver, FLEX between Longmont and Ft Collins, SH7 BRT, Jump and other existing or planned routes and consider one seat ride, transfers, frequencies, directness, comfort, accessibility, convenience and promotion of sustainable transportation.

2. Branching options

These options should integrate into the transportation system, including multimodal networks, existing transit routes, transit schedules, origin / destinations and community places.

- a. Branching options within Longmont accounting for SH119 BRT recommendations
- b. Branching within Lafayette
- c. Connecting service to Louisville via potential SH 42 BRT
- d. Connecting service to Erie
- e. Interconnections between the SH7 BRT and US 287 BRT

3. Station locations: existing and future

The selected consultant team will analyze station locations to determine how to best integrate the BRT stations into the transportation system to encourage mode shift and

provide transportation options, integrated with land use. These factors include, and may not be limited to the following:

- a. Determine where stations should be located and whether, or not, to include new locations, remove existing locations, relocate or enhance existing stops into stations
- b. Access by people walking and riding bicycles
- c. Corridor park-n-ride locations and capacities / demand and parking analysis
- d. Amenities, including but not limited to the following:
 - i. Wayfinding, informational signage, stop IDs, maps, timetables, lighting, bike parking, ticket vending machines, station information, clocks, ...
 - ii. Costs and needs associated with amenities

4. Projected ridership – boardings per hour, passenger miles traveled

- a. This study will examine a variety of opportunities to improve services and should include four different scenarios for analysis:
 - i. *General Purpose*: Status quo with limited changes
 - ii. *Fully dedicated*: Full BRT with level boarding stations, prepayment and exclusive or semi-exclusive bus lanes (such as managed lanes) along the trunk and in urban areas.
 - iii. *Spot treatments*: Lower cost capital improvements which could increase operational efficiencies of bus service, such as queue jump and/or transit signal priority.
 - iv. *Hybrid*: A hybrid plan that identifies lower cost and full BRT treatments for different sections of the corridor, e.g., dedicated lanes in urban areas and queue jumps in rural areas.
- b. This study will examine reduction of transit delay options:
 - i. Queue jumps, bus on shoulder and other similar methods
 - ii. Signal timing and transit signal priority (TSP)
 - iii. Technology solutions to reduce transit delay
 - iv. Opportunities for buses to overtake delays caused by crashes or incidents
 - v. Complete trip travel time analysis, including bus dwell time variables
 1. Bus type and station design
 - vi. Loading and unloading scenarios for mobility aids, strollers and bikes
 - vii. Alternatives should include traffic impacts as part of alternatives analysis
- c. Assumptions for study discussions and modeling should include and not limit to:
 - i. Routes
 1. Factors discussed in task 4.1, 4.2 and 4.3
 - ii. Fares
 1. Discussion of, but not a full analysis of, full fares, fare free zone, reduced fare and Ecopass considerations.
 - iii. Bus types, for example and not limited to:
 1. Low-floor, off-board ticketing, multi-door boarding

2. High-floor, on-board ticketing, single door boarding
 3. Hybrid combinations
 4. Options with an emphasis on travel time and ridership
 5. Bikes inside vs bikes outside
- iv. Generalized assumptions on land-use and population projections to estimate future transportation systems demand based on adopted zoning and local land use plans
 1. Incorporate local staff suggestions on potential land-use changes
- d. Research and presentation of national best practices for similar BRT projects.

5. Frequencies

- a. Headway analysis and impacts on ridership
- b. Impacts to operations and maintenance
- c. Timing with other routes

6. Cost of ongoing operations and maintenance

- a. Analysis of continual operation costs
- b. Analysis of continual maintenance factors

Task 5 Deliverables:

- A. Travel forecast including transit projections
- B. Current and future ridership projections
 - a. Future projections based on transit intersection treatments
- C. Cost estimates for capital projects
- D. Transportation patterns and transfers between routes
- E. Conceptual planning level BRT design for the entire corridor
 - a. Engineer's estimates for capital projects from planning level designs
 - b. Estimated ROW needs using GIS parcel data
- F. Intersection analysis and summary impacts to traffic operations due to queue jumps and other alternatives

Task 6: Costs

Limits: Main Street and SH 66 PnR in Longmont to US 36 and Broomfield Station, opportunities for regional connectivity to Ft Collins and Denver

The consultant team will provide capital, operational and maintenance cost estimates:

1. Estimates for construction costs with new capital expenditures
2. Estimated financial needs to operate transit service
3. Phasing

Task 6 Deliverables:

- A. Cost estimates available for discussion at meetings
- B. Estimated prices incorporated into planning documents
- C. Phasing options and opportunities

Task 7: Station Areas Toolkit

Development of safety enhancements, a station area toolkit to include capital and operational opportunities for improving multimodal interactions and performance of the transit corridor. The toolkit will include broad ranging tools that can be used as a future resource document. It will include treatment options to address station access needs, circulation improvements, human-centered design, safety enhancements and other key features for an inviting transit corridor.

Task 7 Deliverables:

- A. Station areas capital and operations toolbox
- B. High level, range cost estimates (\$ - \$\$\$\$)

Task 8: Recommendations

- 1. Preferred corridor alternative
- 2. Recommendations regarding bus and general-purpose lane alignments, queue jumps, bus priority at intersections, signal timing and impacts.
- 3. Routing and service plans
- 4. Station locations, integrated with local land-use plan
- 5. Park-n-ride locations and estimated capacity needs
 - a. Stand-alone and shared facilities
- 6. Cost estimates
- 7. Funding options and next steps

Task 8 Deliverables:

- A. Final Summary Plan
 - a. Incorporate elements from other deliverables
 - b. Summary document that is easy to use and can be referenced and shared
 - c. "One stop" overview document
 - d. Not a substitute for other deliverables
 - e. Cost estimates
- B. Phasing and implementation plan
- C. Action plan
 - a. Quick steps that can be completed within 6 months to a year after study
 - b. Next steps and future studies
- D. Appendices
- E. Summary technical documents

Planning Elements

1. Engaged governmental organizations (stakeholders)

- a. Boulder County
- b. City of Longmont
- c. City of Lafayette
- d. Town of Erie
- e. City-County of Broomfield
- f. Colorado Department of Transportation
- g. Regional Transportation District
- h. Federal Highways Administration (as needed)
- i. Federal Transit Administration (as needed)

2. Community conversations (local staff to lead)

- a. Poverty
- b. Disability
- c. Elderly
- d. Latino
- e. Bike, Walk Advocates
- f. Ken Pratt Activity Center
- g. Arisita Urban Transit Village
- h. Rotary Club (2x) in Longmont
- i. Realtors
- j. Land Developers
- k. Sister Carmen Community Center
- l. Health
- m. Sustainability and Environment
- n. Business
 - i. Chamber of Commerce
 - ii. City Clubs
- o. Others



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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
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

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.

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
	Name and Address of the Partners and Subcontractors if applicable
	A detailed project schedule with an all-inclusive total cost
	Information on the relevant experience of key personnel
	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
	Addendum Acknowledgement(s) (If Applicable)



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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:

- Experience and qualifications of team
- Proposed schedule / project team availability
- Project approach / understanding
- Total cost
- Sustainable business practices

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
Experience and qualifications of team	30
Proposed schedule / project team availability	10
Project approach / understanding	30
Total cost	25
Sustainable business practices	5
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 SAMPLE CONTRACT

THIS CONTRACT ("Contract") is entered into by and between the County of Boulder, State of Colorado, a body corporate and politic, acting by and through its Board of County Commissioners for the benefit of the [Department] ("County") and [Supplier] ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

In consideration of the mutual covenants contained in this Contract, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.

2. Work to be Performed: Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.

3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.

4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**.

5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month following completion of the Work. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. Email delivery is preferred by the County; County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.

6. Extra Time to Complete the Work: If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work and, if so, will provide Contractor with written notice of the amount of extra time granted. County granting extra time to complete the Work will not entitle Contractor to additional compensation from County. This

Contract will remain in full force and effect during any time period that Contractor is permitted to finish completing the Work.

7. Extension of Contract Term (Additional Work): Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

8. Schedule of Work: County may designate the hours (on a daily or weekly basis) during which Contractor can perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule.

9. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless 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 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 Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract.

10. Nondiscrimination: Contractor will 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 concerning discrimination and unfair employment practices. 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. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. Information and Reports: Contractor will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit access to such representatives to Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the County and explain what efforts it has made to obtain the information.

12. Independent Contractor: Contractor is an independent contractor for all purposes in performing the Work. Contractor is not an employee of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association.

Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

13. Termination for Non-Appropriation: The other provisions of this Contract notwithstanding, the County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.

14. Termination for Breach: Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the notified Party does not cure the breach, at its sole expense, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.

15. Termination for Convenience: County may terminate this Contract, in whole or in part, for any reason, upon seven (7) days' advance written notice to Contractor.

16. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies, which shall survive expiration or termination of this Contract:

a. Suspend Performance: County may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the County and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the County.

b. Withhold Payment Pending Corrections: County may permit Contractor to correct any rejected Work at the County's discretion. Upon County's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the County. Upon completion of the corrections satisfactory to the County, County will remit payment to Contractor.

c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or complete, as determined by the County in its sole discretion. Upon County request, Contractor will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.

d. Removal: Upon County's request, Contractor will remove any of its employees or agents from performance of the Work, if County, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.

18. Conflicts of Interest: Contractor must not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.

19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.

20. 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, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. Public Contracts for Services (C.R.S. §§ 8-17.5-101, et seq.): Contractor hereby certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and further certifies that it will confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract by participating in the E-Verify Program established under Pub. L. 104-28 or the department verification program established under C.R.S. § 8-17.5-102(5)(c). Contractor (i) shall not knowingly employ or contract with an illegal alien to perform work under this Contract; (ii) 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 Contract; (iii) has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in the E-Verify program or department program; (iv) is prohibited from using either the E-Verify program or department program procedures to undertake preemployment screening of job applicants while this Contract is being performed; and (v) shall comply with any reasonable request by the department made in the course of an investigation that the Colorado Department of Labor and Employment is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5). If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor shall (a) notify the subcontractor and County within three (3) days that Contractor has actual knowledge that subcontractor is employing or contracting with an illegal alien; and (b) terminate the subcontract if, within three (3) days of receiving notice hereunder, subcontractor does not stop employing or contracting with the illegal alien; except that Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Contractor's violation of this provision will constitute a material breach of this Contract, entitling the County to terminate the contract for breach. If this Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County.

22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.

23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract.

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.
25. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.
26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.
27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.
28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-101, et seq.
29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.
30. 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.
31. Representations and Warranties: Contractor represents and warrants the following:
- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
 - b. The individual executing this Contract is authorized to do so by Contractor;
 - c. 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 Contractor; and
 - d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.
32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor's performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes.
33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action.
34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay

any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.

35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary **Department** and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.

36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.

37. Publicity Releases: Contractor will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.

38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

39. Limitation on Public Statements and Lobbying Activity. During the term of this Contract, Contractor may receive from the County its confidential data, work product, or other privileged or confidential information that is protected by law. To maintain the fact and appearance of absolute objectivity, Contractor shall not, without the prior written consent of the County, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.

40. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. "Environmentally preferable purchasing" means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County's commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the following actions into Contractor's performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

41. **Insurance Requirements:** Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this paragraph. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Department** and **Contact** listed in the **Details Summary**.

a. For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

i. **Commercial General Liability**

Non-Construction contracts use the following language:

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

Construction Contracts only – include the following paragraph:

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured Owners, Lessees or Contractors endorsements CG 2038 (or equivalent), Designated Construction Project(s) General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured Completed Operations for Owners, Lessees or Contractors CG 2037 (or equivalent). Minimum limits required of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate. The County requires the Products/Completed Operations coverage to be provided 3 years after completion of construction. An endorsement must be included with the certificate.

ii. **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.

This coverage may not be required if Contractor is not using a vehicle as part of its performance under the contract. Contact Risk Management with any questions.

iii. **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.

This coverage may not be required if contractor is not mandated under State law to maintain this coverage. A waiver is available on the contracts routing website.

iv. **Umbrella / Excess Insurance**

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

This insurance is a broad, high-limit policy, which acts more than the underlying primary insurance policy. This coverage is designed to provide additional liability limits beyond the primary insurance limits and is triggered upon the underlying

limits becoming exhausted. Umbrella / Excess insurance is most commonly required when an exposure to the County could potentially create liabilities in excess of the basic insurance limits. The most common limits for these policies range from \$2,000,000 to \$5,000,000.

Please consult with Risk Management if you feel this coverage should be required.

IN ADDITION TO THE ABOVE, ONE OR MORE OF THE FOLLOWING FOUR (4) INSURANCE COVERAGES MAY BE REQUIRED. CONTACT RISK MANAGEMENT IF YOU HAVE QUESTIONS ABOUT WHICH INSURANCE COVERAGE TO INCLUDE. DELETE THIS INSTRUCTION (AND ANY INAPPLICABLE INSURANCE PARAGRAPHS) WHEN FINALIZING THE CONTRACT:

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

All contractors required to be professionally certified by the State of Colorado (i.e., architects, engineers, doctors, nurses, etc.) and/or any consultants whose errors in judgment, planning, design, etc. could result in economic loss to the County must provide proof of professional liability coverage. This also applies to anyone managing or overseeing construction.

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.

vi. **Pollution Liability**

This coverage is required whenever work under the contract involves pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Contractor described in the Contractor's scope of services.

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy Aggregate. 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. County shall be named as an additional insured for ongoing operations and completed operations.

vii. **Third Party Commercial Crime Insurance / Third Party Fidelity Bond**

Crime / Third Party Fidelity covers the contractor and the contractor's employees when engaged in work for a client on behalf of the County. This coverage is for employee dishonesty, theft, embezzlement, forgery and alteration. Coverage is required when the contractor will be handling money or collecting fees on behalf of

the County or when the contractor has access to client's personal property and/or documentation

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

viii. **Privacy / Cyber Liability Insurance**

As a provider of a service which *may* require the knowledge and retention of personal identifiable information including but not limited to, names, dates of birth, social security numbers, usernames, and passwords, and/or HIPAA sensitive personal information of clients served, the following minimum insurance limits are required:

Contractors with 10 or fewer County clients:	\$50,000
Contractors with 11 – 15 County clients:	\$500,000
Contractors with more than 25 County clients:	\$1,000,000

If the scope does not pertain to clients directly, contact Risk Management for appropriate language.

ix. **Sexual Abuse and Molestation Coverage**

As a provider of a service which has contact with individuals that are part of a sensitive population and are in a position of trust the following minimum insurance limits are required:

Contractors with 5 or fewer County clients:	\$100,000
Contractors with 6-10 County clients:	\$250,000
Contractors with 11-15 County clients:	\$500,000
Contractors with 16 or more County clients:	\$1,000,000

If the number of clients increases during the contract period, the required coverage limit will increase to correspond accordingly.

If the scope does not pertain to clients directly, contact Risk Management for appropriate language.

THE STATED INSURANCE LIMITS FOR ALL COVERAGES ARE MINIMUM AMOUNTS; DEPENDING ON THE CONTRACT, HIGHER LIMITS MAY BE REQUIRED OR ADVISABLE. CONTACT RISK MANAGEMENT IF YOU HAVE ANY QUESTIONS ABOUT MINIMUM LIMITS. DELETE THIS PARAGRAPH WHEN FINALIZING THE CONTRACT.

b. Boulder County as Additional Insured: Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

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

c. Notice of Cancellation: Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after 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, Contractor or its insurance broker shall notify the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

d. Insurance Obligations of County: County is not required to maintain or procure any insurance coverage beyond the coverage maintained by the County in its standard course of business. Any insurance obligations placed on the County in any of the **Contract Documents** shall be null and void.

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

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

g. Subrogation Waiver: All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against County, its organizations, officers, agents, employees, and volunteers.

[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.

SIGNED for and on behalf of Boulder County	SIGNED for and on behalf of Contractor
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
↓↓ <i>For Board-signed documents only</i> ↓↓	
Attest:	<i>Initials</i>
Attestor Name:	
Attestor Title:	