



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

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number: 7246-21

RFP Title: Cal-Wood Fire Post Burn Cultural Resource Select Survey at Heil Valley Ranch Open Space

RFP Questions Due: June 16, 2021 – 2:00 p.m. MDT

Submittal Due Date: **June 24, 2021 – 2:00 p.m. MDT**

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
- Proposal Section
- Sustainability Questionnaire
- Signature Page
- Attachment A: Project Area Map
- Attachment B: Project Area Access Map
- Attachment C: Project Area Topographical Map
- Attachment D: Consultant Specifications for Cultural Resource GIS Spatial Data
- Attachment E: Data Agreement
- Attachment F: Sample Contract



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PROPOSAL INSTRUCTIONS

BACKGROUND:

The Boulder County Parks and Open Space Department (BCPOS) is soliciting proposals to complete a post burn cultural resource select survey comprised of a combination of fifty-six (56) previously recorded cultural resources and six (6) previously unrecorded cultural resources on the Heil Valley Ranch Open Space located in Boulder County.

The Cal-Wood Fire started on October 17, 2020 and consumed approximately 4,400 open space acres in about 5 hours, mostly on the Heil Valley Ranch Open Space. As a result of the fire, Boulder County is the local sponsor for a US Department of Agriculture Natural Resource Conservation Service (NRCS) Emergency Watershed Protection Program (EWP) for post-fire interventions aimed at reducing the potential for massive flooding and soil erosion during the 2021 summer season. Recovery operations include hazard tree removal, aerial mulching, erosion mitigation, and replacing damaged visitor amenities and park infrastructure including bridges, fencing, parking stops and signs. On April 13, 2021, NRCS completed SHPO consultation under Section 106 of the National Historic Preservation Act (36 CFR part 800) and the NRCS Colorado Prototype PA for the Heil Valley Ranch project area related to the EWP undertaking. BCPOS began EWP post-fire recovery operations on April 29, 2021 that will continue into September 2021.

As a result of the Cal-Wood fire, the southern side of Heil Valley Ranch is closed to the public and will remain closed to the public due to the EWP project activities and to ensure safe conditions at least through September 30, 2021. The northern side of the property remains open to on-trail use only for the Picture Rock Trail, Wild Turkey Trail, and Ponderosa Loop Trail during dry conditions. BCPOS closes these trails periodically due to muddy conditions.

BCPOS set up a Heil Valley Ranch Cal-Wood Fire Recovery webpage that contains post fire related updates:

<https://www.bouldercounty.org/open-space/management/heil-valley-ranch-cal-wood-fire-recovery/>

BCPOS is the sole funding source for the Cal-Wood Post Burn Cultural Resource Select Survey without Federal or state grant funding or Federal permitting that would trigger Section 106 of the National Historic Preservation Act (36 CFR part 800). This Project is not funded by History Colorado or any other non-Boulder County funding agency. Prior to the start of this Project, BCPOS contacted

History Colorado's State Historic Preservation Office (SHPO) to inform them of this Project and will provide the results of the Project to SHPO as a courtesy.

CONTRACT LANGUAGE:

The successful proposer will be required to enter into a Contract for Services and meet all insurance requirements as required prior to any work beginning.

All proposers are instructed to thoroughly review all the stated insurance requirements for this Project, the insurance requirements stated are the minimum and standard for Boulder County Government, for this Project. All hired contractors are required to meet the insurance requirements, as stated, for contracted services as part of the Boulder County contracting process. Owner/Sole Proprietors/Officer are not Exempt from the county's insurance requirements and coverage limits. Please refer to the Insurance Requirements in this RFP.

In the event the selected contractor is unable to commence work as agreed to, the Boulder County Commissioners may rescind the bid award and proceed to award the contract to another proposer based on the RFP, re-bid the work, or proceed in any lawful manner the County deems necessary.

PRE-PROPOSAL MEETING:

A Pre-proposal meeting will NOT be held for this Project.

ATTACHMENTS:

The following documents are part of this RFP:

1. Attachment A: Project Area Map
2. Attachment B: Project Area Access Map
3. Attachment C: Project Area Topographical Map
4. Attachment D: Consultant Specifications for Cultural Resource GIS Spatial Data
5. Attachment E: Data Sharing Agreement
6. Attachment F: Sample Contract

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. **June 16, 2021**. A response from the county to all inquiries will be posted and sent via email no later than **June 21, 2021**.

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

SUBMITTAL INSTRUCTIONS:

Submittals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on June 24, 2021**.

Please note that email responses to this solicitation are limited to a maximum of 50MB capacity.

NO ZIP FILES OR LINKS TO EXTERNAL SITES WILL BE ACCEPTED. THIS INCLUDES GOOGLE DOCS AND SIMILAR SITES. ALL SUBMITTALS MUST BE RECEIVED AS AN ATTACHMENT (E.G. PDF, WORD, EXCEL).

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 # 7246-21** in the subject line.

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 purchasing email address 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 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 or resulting contract will be clearly stated in the proposal and contract 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. Proposals that do not properly identify confidential/proprietary information may be released in their entirety. Pricing totals contained in a proposal are not 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

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Previously recorded cultural resources

The Cal-Wood Fire Post Burn Cultural Resource Select Re-Survey (Project) will consist of a relocating, re-evaluating, and re-recording fifty-six (56) previously recorded cultural resources that were part of four (4) different previous Class III intensive level pedestrian cultural resource surveys (Class III) on the Heil Valley Ranch Open Space property between 1979 and 2016. Twenty-three (23) of the fifty-six (56) previously recorded cultural resources were recorded as isolated finds. Due to the changes in recording guidelines since the isolated finds were originally recorded, in some cases, over 40 years ago, some may no longer be considered isolated finds once they are relocated and reevaluated and will need to be re-recorded using a Management Data Form and applicable supporting component form(s). BCPOS will work with the Contractor to agree upon the definition of an isolate find prior to field work activities.

Due to the Cal-Wood fire effects potentially exposing previously unseen and unrecorded artifacts and or features in a previously recorded cultural resource boundary area, the Contractor will be required to resurvey the immediate area around the cultural resource. The Contractor can use fifty (50) to one hundred (100) meters as a guide for the survey area around the previously recorded cultural resource, but the Contractor is permitted to make the final survey area distance decision during fieldwork to ensure any previously unrecorded artifacts and or features are included in the re-recording.

Cultural resource recordings that are ten (10) years old or older (recorded in 2011 or earlier) will require a completely new resource recording using the appropriate History Colorado cultural resource form(s) for the specific resource type. Cultural resources recorded less than ten (10) years ago (recorded in 2012 or later) maybe determined by the Contractor to be appropriate to use a History Colorado Cultural Resource Re-Visitation Form (1405) if after relocating and re-evaluating the cultural resource, it has not had any substantive changes to its character since it last recording as outlined in History Colorado Cultural Resource Re-Visitation Form (1405) instructions.

Previously recorded cultural resources that have been recorded less than ten (10) years ago (recorded in 2012 or later) that have substantive changes to its character, including substantive fire related changes to its character beyond the expected fire effects of burned trees and soil, the original recording is incomplete or otherwise inadequate, resource type change, any linear resource, boundary size change, artifact assemblage changes, feature change(s), vandalism, or field eligibility recommendation, must complete a new History Colorado Management Data Form (1400)

and applicable supporting component form(s) (1401-1409 and 1418).

Previously unrecorded cultural resources

The Project will also consist of locating, evaluating, and recording six (6) previously unrecorded cultural resources that were discovered outside the previous Class III surveys. All six (6) unrecorded cultural resources will need to be recorded using a History Colorado Management Data Form and applicable supporting component form(s) since they most likely will not meet the Contractor and BCPOS agreed upon definition of an isolated find.

Table 1. Previously recorded and unrecorded cultural resources

	Site Number	Resource Type	Previously recorded as Site or Isolated Find	Recording Dates
1	5BL.304	Archaeological	Site	1979/1995
2	5BL.305	Historical Archaeology	Site	1979/1995
3	5BL.306	Historical Archaeology	Site	1979/1981/2015
4	5BL.307	Historical Archaeology/Archaeological	Site	1979/1995
5	5BL.308	Historical Archaeology	Site	1979/1995
6	5BL.309	Historical Archaeology/Archaeological	Site	1979/1995
7	5BL.310	Historical Archaeology	Site	1979/1981/2015
8	5BL.311	Historical Archaeology	Site	1979
9	5BL.319	Historical Archaeology	Site	1979/2015
10	5BL.321	Historical Archaeology	Site	1979/2015
11	5BL.322	Historical Archaeology	IF	1979
12	5BL.323	Historical Archaeology	IF	1979
13	5BL.324	Historical Archaeology	Site	1979/2015
14	5BL.325	Historical Archaeology	IF	1979
15	5BL.326	Historical Archaeology	IF	1979
16	5BL.327	Historical Archaeology	IF	1979
17	5BL.328	Historical Archaeology	IF	1979
18	5BL.330	Historical Archaeology	IF	1979
19	5BL.331	Historical Archaeology	IF	1979
20	5BL.332	Historical Archaeology	IF	1979
21	5BL.333	Historical Archaeology	IF	1979
22	5BL.334	Historical Archaeology	IF	1979
23	5BL.335	Historical Archaeology	IF	1979
24	5BL.336	Historical Archaeology	IF	1979
25	5BL.337	Historical Archaeology	IF	1979
26	5BL.338	Historical Archaeology	Site	1979/2015
27	5BL.339	Historical Archaeology	IF	1979
28	5BL.342	Historical Archaeology	IF	1979
29	5BL.6472	Historical Archaeology	Site	1995
30	5BL.6473	Archaeological	Site	1995

	Site Number	Resource Type	Previously recorded as Site or Isolated Find	Recording Dates
31	5BL.6474	Historical Archaeology	Site	1995
32	5BL.6475	Historical Archaeology	Site	1995
33	5BL.6476	Historical Archaeology/Archaeological	Site	1995
34	5BL.6479	Historical Archaeology	Site	1995
35	5BL.6480	Historical Archaeology	Site	1995
36	5BL.6481	Historical Archaeology	Site	1995
37	5BL.6482	Historical Archaeology	Site	1995
38	5BL.6483	Historical Archaeology	Site	1995
39	5BL.6484	Historical Archaeology	Site	1995
40	5BL.6485	Historical Archaeology	Site	1995
41	5BL.6486	Historical Archaeology	Site	1995
42	5BL.6487	Historical Archaeology	Site	1995
43	5BL.6488	Historical Archaeology	Site	1995
44	5BL.6489	Archaeological	Site	1995
45	5BL.6494	Historical Archaeology/Archaeological	Site	1995
46	5BL.6495	Historical Archaeology/Archaeological	Site	1995
47	5BL.6583	Historical Archaeology	IF	1995
48	5BL.6587	Historical Archaeology	IF	1995
49	5BL.6588	Historical Archaeology	IF	1995
50	5BL.6589	Historical Archaeology	IF	1995
51	5BL.6593	Historical Archaeology	IF	1995
52	5BL.7136/10982	Historical Archaeology	Site	1998/2009
53	5BL.9522	Historical Archaeology	Site	2004
54	5BL.12956	Historical Archaeology/Archaeological	IF	2014
55	5BL.9521	Historical Archaeology	Site	2004
56	5BL.6579	Historical Archaeology	IF	1995
57	5BL.14530	Historical Archaeology	N/A unrecorded	N/A
58	N/A	Historical Archaeology	N/A unrecorded	N/A
59	N/A	Historical Archaeology	N/A unrecorded	N/A
60	N/A	Historical Archaeology	N/A unrecorded	N/A
61	N/A	Historical Archaeology	N/A unrecorded	N/A
62	N/A	Archaeological	N/A unrecorded	N/A

Previous cultural resource surveys

The Project area has been previously surveyed for cultural resources. An analysis of the SHPO GIS spatial data identifies there have been the following previous Class III intensive level pedestrian cultural resource surveys in the Project area:

Table 2. Project area previous survey projects

Survey Report	Project Name	Author	Contractor	Date
BL.LG.R80	Results of an Archaeological and Historical Inventory of Southern Rabbit Mountain & North Foothills Open Space, Boulder County, Colorado	Grant, Marcus P, Pete Gleichman, Carol Drake Mehls, Scott C. Phillips, And Stephanie G. Velasquez	Native Cultural Services	12/16/1996
BL.PA.R22	A Cultural Resource Inventory of Portions of the Heil Ranch, Boulder County, Colorado, For C&M Industries, Volumes 1 And 2	Anderson, Jane L. With Ruth A. Henss, Brian Naze, And Jean Uttecht	Pioneer Archaeological Consultants Inc.	08/03/1979
BL.LG.R214	Final Report, Class III Cultural Resource Survey of the North Foothills Phase I Open Spaces in Boulder County, Colorado (CLG CO-14-013)	Killam, David	RMC Consultants, Inc.	04/2015
BL.LG.R218	A Class III Archaeological Inventory of the Heil Valley Ranch 2 and Heil Valley Ranch North Properties in the North Foothills Open Space, Boulder County, Colorado (CLG CO-15-013)	Perlmutter, Benjamin F.	Centennial Archaeology, Inc.	2/2016

Project area location and access

All the lands that are part of this Project are located in Boulder County in Township 2 North, Range 70 West, Sections 6 and 7, Township 2 North, Range 71 West, Sections 1, 2, 3, 9, 10, 11, 12, 13, 14 and 15, Township 3 North, Range 70 West Section 31, Township 3 North, Range 71 West Sections

35 and 36.

There is one (1) primary access route to the Project area that is identified on the Project area access map. See Attachment B.

From US Highway 36: Access is off US Highway 36 onto Left Hand Canyon Drive. Approximately .65 miles after the turn on to Left Hand Canyon Drive is the Heil Valley Ranch Open Space entrance. The entrance road, Geer Canyon Drive, begins as pavement then transitions into a gravel surface before terminating at the main trail head parking lot. Access beyond the main trail head parking lot is not open to the public. There are several unpaved and generally in good condition access roads past the main trail head parking lot, but a 4 x 4 vehicle with high clearance is recommended due to possibility of adverse conditions. The access roads beyond the main trail head parking lot can be used by the Contractor during the course of fieldwork activities.

Fieldwork

The Project does not require a Contractor to walk transects of a specific defined project area to record cultural resources over fifty (50) years of age since the Project's focus is only to relocate, re-evaluate, and re-record the fifty-six (56) previously recorded cultural resources and record six (6) previously unrecorded cultural resources. The property might be re-opened to the public after September 30, 2021. Field work activities should not be impacted if the property is re-opened.

Slope analysis

BCPOS did not complete a slope analysis for this Project due to the Project's limited scope of work focus. If a Contractor determines an area unsafe to complete the required tasks due to steep or unsafe slopes, the Contractor can make that determination during fieldwork activities and notify BCPOS of the decision within twenty-four (24) hours to discuss the safety concern and develop an alternative approach to achieving the required task.

Condition assessment

The Contractor will be required to include a brief, one (1) paragraph, condition assessment on each cultural resource form for all fifty-six (56) previously recorded cultural resources and six (6) previously unrecorded cultural resources to discuss the effects of the Cal-Wood Fire on the resource being recorded. The Contractor is required to include the condition assessment in Management Data Form (1400) Field 23, Re-visitation Form (1405) Field 12, and Isolated Find Form (1408) Field 18.

Survey report

If funding allows, the Contractor will be required to complete a modified, less intensive survey report that follows the general format of History Colorado's *Guidelines for Standard Archaeological Cultural Resource Survey Reports* in the *Colorado Cultural Resource Survey Manual* but eliminates some of the major sections or subsections. Notable sections or subsections that would not be required for this Project include the environment, cultural history (prehistoric or historic context), historic research, SHPO or Compass file search, distribution of resources in project area, expected results, potential for unidentified resources, brief description of each resource, and references cited.

The modified survey report should contain the following sections and subsections that are

extracted from *Guidelines for Standard Archaeological Cultural Resource Survey Reports*:

- 1) Title page
 - a) Report title
 - i) Type of investigation
 - ii) County, state location of Project
 - b) Author(s)
 - c) Lead agency information
 - i) Name of agency
 - ii) Contractor archaeology permit number
 - iii) Contract number
 - d) Date
- 2) Abstract
 - a) Type of project or action
 - b) Type of investigation
 - c) General project location
 - d) Summary of results
- 3) Table of contents
- 4) Management information
 - a) Completed *Cultural Resource Survey Management Information Form*
 - b) USGS topo map indicating project location with map name, map date, Principal Meridian, Township, Range, and Sections
- 5) Introduction
 - a) Description of project
 - b) Reason for project, summarize lead agency's objectives/reasoning for project
 - c) Project scope of work
 - d) Description of fieldwork
 - i) Organizations involved
 - ii) Personnel involved
 - iii) Fieldwork dates
- 6) Previous work
 - a) Summarize previous work in the project area, limit summary to the four (4) previous cultural resource surveys on the Heil Valley Ranch open space property, no need to include a SHPO Compass file search, General Land Office records search, historic topographical maps search or other previous work outside the Heil Valley Ranch property
- 7) Statement of objectives/research design
 - a) Objectives of the identification activities
 - b) Criteria for evaluation to include National Register, State Register, and Boulder County historic landmark
- 8) Field methods
 - a) Definitions
 - i) Site
 - ii) Isolated find
 - iii) Define other appropriate terms
 - b) Extent of survey coverage
 - i) Identify project's specific post burn narrow survey coverage

- 9) Results
 - a) Describe field work conditions
 - b) Summarize project findings
 - c) Discuss isolated find recordings
- 10) Evaluation and recommendations
 - a) Evaluation statements with justifications
 - b) Management recommendations
- 11) Evaluation of research
 - a) Compare expected results to actual results
- 12) Summary and conclusions
- 13) Map of site/isolated find locations
 - a) Full sized, not reduced or enlarged digital copy of USGS topo map indicating site/isolated find locations
 - i) Topo map to contain Principal Meridian, Township, Range, Sections
 - ii) Topo map to contain map name and date

Project limits

The Project does not include any additional funding for any activities outside the scope of work such as shovel test excavations for archaeological site(s), in-depth archival research, or National Register of Historic Places or other nomination forms. Only the extent of a linear resource in a cultural resource's boundary will be required to be recorded. No artifacts will be collected. There are no known complete standing buildings in the project area that would require an Architectural Inventory Form (1403) to be completed.

Presentations

The Contractor will not have to complete any public or staff presentations for this project.

Contractor Responsibility

1. The selected Contractor shall procure and be responsible for all SHPO archaeological permit(s) necessary for the lawful performance of the services under this project. Although no artifacts will be collected, it is useful to know for informational purposes that BCPOS is a state approved repository for archaeological collections collected only from Boulder County Open Space. BCPOS does not charge a fee for a curation agreement.
2. Conduct fieldwork activities in accordance with the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* and the *Secretary of the Interior's Standards and Guidelines for Identification and Evaluation*. This project must also meet the standards established by History Colorado and detailed in the *Colorado Cultural Resource Survey Manual*. Work not meeting the aforementioned *Secretary of the Interior's Standards* and the *Colorado Cultural Resource Survey Manual* in the judgment of BCPOS shall not be reimbursed.
3. Prepare all cultural resource forms for each cultural resource identified during the course of the project in accordance with the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation*, the *Secretary of the Interior's Standards and Guidelines for Identification and Evaluation*, and the *Colorado Cultural Resource Survey Manual*. The selected Contractor must use cultural resource forms provided by History

Colorado and include their official state site numbers (Smithsonian Trinomial) on each form. Photographs shall be properly labeled in accordance with *the Colorado Cultural Resource Survey Manual*. Each form must contain an evaluation of the resources eligibility for local landmarking, state and national registers and a brief, one (1) paragraph, condition assessment to discuss the effects of the Cal-Wood Fire on the cultural resource being recorded. Isolated find recordings are required to have at least one (1) photo per recording.

4. If funding allows, prepare modified cultural resource survey report outlined in the Specifications Survey Report section of this document.
5. The selected Contractor must meet *the Secretary of the Interior's Professional Qualification Standards* as described in 36 CFR 61, "Procedures for Approved State and Local Government Historic Preservation Programs, April 13, 1984." All tasks must be performed under the supervision of a Principal Investigator (PI) trained to the Master's (M.A.) or Doctorate (Ph.D.) competence level in anthropology/archaeology or closely related discipline. The selected Contractors Principal Investigator must exhibit a demonstrable background in dealing with Colorado archaeology with a minimum of one (1) years' experience, and documented success in the administration and completion of projects of a similar nature. Other key personnel, specifically including field supervisors and crew chiefs, or individual in direct charge at all times, must have demonstrable experience and college-level training in archaeology relevant to Colorado, experience in survey, excavation techniques, analyses of archaeological materials, and report preparation.
6. Prior to initiating work on the project, the selected Contractor must contact the appropriate BCPOS staff to discuss project approach and coordinate schedules to ensure that the Cultural Resource Specialist is available to assist with fieldwork, discuss fieldwork safety protocols, provide pertinent fieldwork condition report, survey reports, cultural resource forms, Geographic Information System (GIS) spatial data, and any other relevant information.
7. The Contractor's final survey report, final cultural resource forms, and GIS spatial data must adhere to the standards set forth by the SHPO at <https://www.historycolorado.org/submitting-your-data-preservation-programs>. Any files not meeting SHPO requirements will not be accepted and returned to the Contractor to be correctly formatted.
8. Due to the project area's post burn conditions, the Contractor is recommended to conduct daily safety meetings and protocols with their field crew prior to fieldwork beginning. Please note the additional safety information in the Safety section of this document.

Boulder County Parks and Open Space Responsibility

1. Notify the selected Contractor with a contract, purchase order, and notice to proceed with the work described herein and designate a person to act as the BCPOS representative with respect to the services related to this project.
2. Coordinate and schedule required project kick off meeting between BCPOS and Contractor.

3. Respond to Contractor questions throughout the duration of the project.
4. Assist the Contractor by placing at their disposal all available information pertinent to the project relative to the project area. BCPOS will provide electronic copies of the fifty-six (56) previously recorded cultural resources and the four (4) Class III survey reports after the project has been awarded by the Board of County Commissioners.
5. Provide all previously recorded cultural resource, internal roads, and other pertinent GIS spatial data not available through the Boulder County Geospatial Open Data website <https://opendata-bouldercounty.hub.arcgis.com/> for the project area. The BCPOS cultural resource GIS spatial data will be a clip of the project area from the SHPO GIS spatial data that contains all its cultural resource attribute data for each isolated find or site. BCPOS receives annual SHPO GIS spatial data clips and has SHPO permission to provide their GIS spatial data to the Contractor. BCPOS will provide the locational information for the six (6) unrecorded cultural resources in Table 1 either by taking the Contractor to the site or providing GIS spatial data.
6. Arrange for access for the selected Contractor to enter upon the project area, provide any necessary gate keys, meet Contractor onsite for the first day of fieldwork, and provide for parking in the project area as required for the performance of their work.
7. Submit all Contractor project deliverables to the SHPO.

CONTRACTOR SAFETY:

Communications

Cellular phone coverage in the project area is neither consistent nor reliable. The Contractor is advised to have another communication means in addition to cell phones with them during fieldwork activities in case of emergency.

Hazards/Mitigation

Falling Trees

Overhead hazards from falling dead trees (snags) are currently one of the greatest post-fire hazards on the property. Trees can, and will, fall unexpectedly. The Contractor's field crew will be required to wear an appropriate OSHA approved hard hat at all times when outside the vehicle. The Contractor is advised to monitor weather for the potential for high winds. Sustained winds of over 20 mph may be cause for the Contractor to cancel fieldwork activities.

Stump/Root Holes

In areas where stumps and root systems have burned, significant cavities appear in the ground which present serious tripping and falling hazards. These holes are often covered with soil or snow and will collapse when tread upon. The Contractor's field crew is advised to wear appropriate boots.

Unstable/Rolling Debris

The Cal-Wood Fire consumed much of the organic material that stabilizes rocks, down

logs, etc. on the property. The result is that material located on slopes can/will unexpectedly roll. Extra care should be taken by the Contractor's field crew to avoid steep slopes when possible and practice extra caution when establishing their footing.

Unstable and Low-Traction Surface

The residual ash layer resulting from a high-severity fire may hold significant soil moisture for a very long time. This can create an extremely slippery low-traction surface in addition to the potential for severe rutting and resource damage. Vehicle travel is restricted to primary access routes identified by BCPOS with a solid base.

Flash Flooding/Debris Flow

After high-severity fires, surface soil becomes hydrophobic and loses much of its moisture absorption capability. As a result, surface water flow increases greatly after major precipitation events. Flash floods and massive debris flows are often inevitable after a severe wildfire. Contractor's field crew should put themselves in a position as not to get trapped by flash floods or debris flows by avoiding drainages and being informed of current and forecasted weather.

Incident Response

The Contractor is required to carry a first aid kit supplied with basic essentials as well as 'blood stopper' bandages and a tourniquet. If a serious incident should occur during fieldwork activities, the Contractor should call 911 to provide the nature of incident and exact location coordinates. Cellular phone coverage in the project area is neither consistent nor reliable so the Contractor is responsible to ensure they have a reliable means of communication in order to contact emergency response.

Helicopter Landing Zones

Two initial landing zones for helicopter evacuation have been identified at Heil Valley Ranch. Both are immediately adjacent to internal access roads.

Lower Prairie Dog Town: 40.158711, -105.296152

Ingersoll Meadow: 40.175190, -105.304166

COVID-19:

The Contractor is responsible to follow the current Boulder County Public Health Covid-19 safety precautions (<https://www.bouldercounty.org/families/disease/covid-19/>) at the time of fieldwork activities.

PROJECT ADMINISTRATION:

Boulder County is the contracting agency for this Project with BCPOS serving as the department administrator. All work will be subject to review and approval by BCPOS.

PROJECT SCHEDULE (subject to change):

Project Initiation

BCPOS will work with the selected Contractor to finalize schedules, work scope assumptions, access and other details. Preliminary perceptions of the key issues, priorities and expectations, and an overview of the existing policy and regulatory framework will be discussed.

The selected Contractor shall perform services in a manner satisfactory and acceptable to BCPOS. After acceptance of the Contractors final report and cultural resource forms by BCPOS, the services of the Contractor will be considered complete.

The contract period for the project is anticipated to be from September 2021 through March 1, 2022. Fieldwork dates are dependent on when the ground is at least 80% or more snow free. Work for this project may be completed sooner; however, additional time is allowed within the contract period for unanticipated delays.

PROJECT DELIVERABLES:

A project kick-off meeting between BCPOS and the selected Contractor will be held on or before Monday, October 4, 2021. This meeting will be either a video conference meeting scheduled by BCPOS or may occur at the project area the day fieldwork activities are scheduled to begin. Field work activities may begin after the kick-off meeting.

The Contractor's post field work PDF letter is due via email to BCPOS on or before 4:00 p.m. on Friday, October 29, 2021.

The Contractor's PDF draft cultural resource forms are due to BCPOS for review and comment on or before 4:00 p.m. on Friday, December 31, 2021.

If funded, the Contractor's PDF draft survey report is due to BCPOS for review and comment on or before 4:00 p. m. on Friday, December 31, 2021.

The Contractor's final PDF cultural resource forms and GIS spatial data are due to BCPOS on or before 4:00 p.m. on Tuesday, March 1, 2022.

If funded, the Contractor's PDF final survey report is due to BCPOS for review and comment on or before 4:00 p. m. on Tuesday, March 1, 2022.

CONFLICT OF INTEREST:

Any party that has developed, designed or drafted specifications, requirements, statements of work and/or has participated in planning activities for this Project may be excluded from consideration for the award of this Project.

CHANGE ORDERS:

Any unplanned, change orders, modifications or additional services to this Project, shall be submitted by the Contractor, in a separate, written document, including a fee schedule and completion schedule and presented to the County for review. Approval from the County, in writing, must accompany all change order requests.

OVERNIGHT CAMPING:

Boulder County prohibits any overnight camping; all operational staff, including designated security staff, are not authorized to be present at Project site from sunset to sunrise, the open space property will remain closed during these hours to the contractor and its subcontractors and/or

designated representatives and/or agents, unless specifically authorized by a BCPOS representative.

HOURS OF OPERATION:

The selected Contractor’s work hours shall be designated as Monday through Friday, 8:00 a.m. to 5:00 p.m. Work on Saturdays and Sundays, upon written request, and only allowed as approved by the County. Nights and designated Federal Holidays shall not be allowed unless approved, in writing, by the County.

The Contractor will need to follow all BCPOS Rules and Regulations while on the property. Rules and Regulations can be viewed online at: <https://www.bouldercounty.org/open-space/parks-and-trails/rules-and-regulations/>

PAYMENT FOR SERVICES:

Contractor shall submit, in writing, to Boulder County, a request for payment. Invoices shall be submitted on company letterhead and include, but not limited to, depending on the activity completed, designated project name, date(s), type of work performed. Additionally, all invoices should contain the current date, invoice number, amount due and current return address. Payment will be processed based upon work completed, inspected and approved by the County. The Contractor may submit invoices after the completion, submittal, and approval of each of the following deliverables: kick-off meeting, fieldwork activities, post field work letter, draft survey report and cultural resource forms, final survey report and cultural resource forms and GIS spatial data. The County does not have any prevailing wage requirements for this Project.

GEOGRAPHIC INFORMATION SYSTEM (GIS) DATA:

Contractors agree that the following, specified data formats, shall be used and/or adhered to when submitting required data to the County:

1. All GIS data (including high-accuracy PLSS monuments and survey plat) shall be delivered in an ESRI 10.x compatible format, either geodatabase or shapefile
2. All GIS data must have complete metadata, following Boulder County GIS Metadata Standards located at:
<https://assets.bouldercounty.org/wp-content/uploads/2018/03/metadata-standards-contractors.pdf>
3. All Computer Aided Design (CAD) files must have an assigned real world coordinate system to ensure compatible conversion into the County’s GIS system, if necessary.
4. All spatial or georeferenced data will be provided to the County in the following coordinate system:
 - a. Name:
NAD 1983 HARN State Plane Colorado North FIPS 0501 Feet
 - b. Unit:
Foot US
 - c. Projection:
Lambert Conformal Conic
 - d. Horizontal Datum:

- e. North American Datum 1983 HARN
Vertical Datum:
North American Vertical Datum 1988
- f. Spheroid:
GRS 1980

CONTRACTORS SPECIFICATIONS AND DATA SHARING AGREEMENT FOR CULTURAL RESOURCE

SPATIAL DATA:

See Attachment E for a sample data sharing agreement that will be presented and must be signed by the Contractor prior to receipt of any BCPOS GIS spatial data not available on the Boulder County Geospatial Open Data website <https://opendata-bouldercounty.hub.arcgis.com/>.



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

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

***In regards to General Liability, Umbrella/Excess Liability, and Pollution Liability:**
If any or all of these coverages are required above, additional insured status will be required at the time a contract is executed.

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. You are NOT required to include additional insured status until the time a contract is executed.

If you require a waiver of insurance requirements, 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.



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

SUBMITTAL CHECKLIST

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 company/Organization
	Telephone, Fax, Email address
	Name and Address of the Partners and Subcontractors if applicable
	A detailed project proposal outlining project approach that demonstrates an understanding of the scope of work, previous post burn survey experience, fieldwork standards, cultural resource forms and survey report standards, ability to meet archaeology permit requirement, BCPOS and SHPO GIS spatial data requirements, contractor qualifications, and project deadlines. Include estimated number of fieldwork days, breakdown between budgeted number of cultural resources sites versus isolated finds, and if there will be an additional funding request if the Contractor’s proposal for budgeted number of cultural resource sites versus isolated finds proves to be different after fieldwork activities. Include safety protocols that will be taken during fieldwork activities.
	One (1) sample of each of the following: <ol style="list-style-type: none"> 1. A completed Colorado SHPO Management Data Form with Historical Archaeology Component Form. 2. A completed Colorado SHPO Management Data Form with Prehistoric Archaeological Component Form. 3. A completed Colorado SHPO Management Data Form with Linear Component Form.

	<p>4. A completed Colorado SHPO Cultural Resource Re-Visitation Form.</p> <p>5. A completed Colorado SHPO Archaeological Isolated Find/Feature Form with completed recorder's definition of isolated find or feature.</p> <p>The samples do not need to be in Boulder County but must be Colorado SHPO forms and from 2019 or newer. Non-Colorado SHPO forms or forms before 2019 will not be accepted.</p>
	Information on the relevant experience of key personnel
	<p>State your compliance with the Terms and Conditions in the Sample Contract contained in this RFP.</p> <p>Specifically list any deviations and provide justification for each deviation.</p>
	Submit three references for similar projects your company has completed within the last three years and contact information
	Insurance Certificate
	Professional certifications and/or license
	W-9
	Signature Page
	Sustainability Questionnaire
	Addendum Acknowledgement(s) (If Applicable)



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purchasing@bouldercounty.org

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:

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
Project proposal information	30
Total cost	15
Sample of completed Colorado SHPO Management Data Forms and Component Forms and Archaeological Isolated Find/Feature Form	15
Contractor qualifications and experience	15
Contractor ability to provide quality deliverables	15
Safety protocols and measures during fieldwork activities	10
Total Possible	100



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PROPOSAL SECTION

Bid Tab 1

<u>Item Number</u>	<u>Item Description</u>	<u>Cost</u>
1	Contracted pre-field work tasks, kick off meeting	\$ _____
2	Review existing documentation	\$ _____
3	Complete fieldwork, including photography, and GIS spatial data collection	\$ _____
4	Post fieldwork letter	\$ _____
5	Draft cultural resource forms	\$ _____
6	Final cultural resource forms	\$ _____
7	Prepare GIS spatial data per county and SHPO requirements	\$ _____
8	GPS equipment rental fee	\$ _____
9	Mileage (2021 state rate limit is 0.50/mile for 2WD and 0.53 for 4WD)	\$ _____
10	Meals per day (Government allowable rate \$66/day)	\$ _____
11	Lodging, per day (to be billed at cost)	\$ _____
	BID TOTAL	\$ _____

Company Name _____

Name of person and title submitting PROPOSAL (PLEASE PRINT) _____

Signature of Bidder _____

Date _____

Bid Tab 2 (in the event funding is available for the Cultural Resource Survey Report)

<u>Item Number</u>	<u>Item Description</u>	<u>Cost</u>
1	Contracted pre-field work tasks, kick off meeting	\$ _____
2	Review existing documentation	\$ _____
3	Complete fieldwork, including photography, and GIS spatial data collection	\$ _____
4	Post fieldwork letter	\$ _____
5	Draft cultural resource forms	\$ _____
6	Draft and final cultural resource survey report	\$ _____
7	Final cultural resource forms	\$ _____
8	Prepare GIS spatial data per county and SHPO requirements	\$ _____
9	GPS equipment rental fee	\$ _____
10	Mileage (2021 state rate limit is 0.50/mile for 2WD and 0.53 for 4WD)	\$ _____
11	Meals per day (Government allowable rate \$66/day)	\$ _____
13	Lodging, per day (to be billed at cost)	\$ _____
	BID TOTAL	\$ _____

Company Name

Name of person and title submitting PROPOSAL (PLEASE PRINT)

Signature of Bidder Date



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Boulder, CO 80302
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SUSTAINABILITY QUESTIONNAIRE

This questionnaire is applicable to firms that provide services as well as those that provide goods. Please answer the questions to the best of your ability.

1. What sustainability certifications does your business have? Please check the items that apply:

- B-Corp
- Green Business Bureau
- Fair Trade USA
- Green C Certification
- None
- Other - describe any other certifications your company has related to sustainability.

2. Does your company have a sustainability vision/commitment/values statement or policy? Please check the items that apply:

- Our sustainability statement/policy describes our company's sustainability initiatives.
- We have formed an oversight committee to ensure the success of our sustainability policy.
- Our sustainability statement/policy describes how our company explores opportunities to work with communities, governments and non-governmental and professional organizations to help articulate, teach and advance the principles of sustainability.
- We are currently in the process of developing a sustainability statement/policy consistent with a commitment to promote environmental, economic, and social sustainability.
- None
- Other - Provide (or supply a link) your company's sustainability statement/policy.

3. What policies are in place to monitor and manage your supply chain regarding sustainability issues? Please select all that apply:

- We apply sustainability criteria when making purchasing decisions.
- We partner with suppliers who share in our sustainability commitment and/or work with them to reduce the impact to the environment of our resource needs as well as improve worker conditions.
- We purchase “green” (i.e. recyclable, reusable, non-toxic, compostable, fair trade and made from 100% post-consumer recycled materials) supplies, products, and materials.
- We specify locally manufactured products in procuring goods.
- We specify products that use the Electronic Products Environmental Assessment Tool (EPEAT) standards in procuring goods.
- None.
- Other – describe other ways your company monitors and manages your supply chain concerning environmental issues.

4. Does your company promote sustainable transportation in its operations? Please select all that apply:

- We own, rent, or lease electric fleet vehicles.
- We own, rent, or lease hybrid or natural gas fueled fleet vehicles.
- We encourage carpooling, public transportation, and using other alternative modes of transportation.
- We subsidize public transportation for employees.
- We have an established Green Transportation Plan
- We are developing a Green Transportation Plan
- We offer flexible hours, telecommuting, or a compressed work week.
- We utilize teleconference, video conference, WebEx or GoTo Meetings (or other similar conferencing services).
- None
- Other – describe other ways your company promotes sustainable transportation. If applicable, use this space to describe your company’s Green Transportation Plan (whether existing or in development).

5. What does your company do to minimize the environmental impacts associated with shipping? Please check the items that apply:

- We have established company policies and procedures that minimize the need for shipping in the first place
- We combine deliveries with customer visits.
- We consolidate deliveries.
- We use bike couriers for local delivery.

- We utilize electronic communications and electronic transfer of documents, such as e-mail, fax and Portable Document Format (PDF).
- We specify products that can be purchased locally within a 500-mile radius of the delivery location in procuring goods.
- We are currently evaluating what the company can do to minimize the environmental impacts associated with shipping (must describe below; no additional points awarded for providing this description).
- Our packaging/shipping materials are reusable.
- Our packaging/shipping materials are made from 100% post-consumer recycled materials.
- N/A
- Other – describe what your company does to minimize the environmental costs associated with shipping. If applicable, use this space to provide required description(s).

6. Has your company ever been cited for non-compliance of any law, regulation, ordinance, code, rule, standard, or policy regarding an environmental or safety issue? Please check the item that applies:

- No, my company HAS NOT been cited for non-compliance regarding an environmental or safety issue.
- Yes, my company HAS been cited for non-compliance of an environmental or safety issue.
- N/A State the reason, date and outcome of the citation:

7. What programs do you have, either in place or currently being planned, to promote resource efficiency? Examples include energy or waste audit programs. Please check the items that apply:

- We have an established zero waste program.
- We utilize a facilities energy management system.
- We have adopted a climate action plan.
- We have a water conservation program.
- We have formed a sustainability committee to identify sustainable solutions for our company.
- We are a member of various sustainability organizations.
- We are recognized by peers and environmental organizations for providing leadership in Sustainability.
- None

- Other - what other programs do you have in place or planned for promoting resource. Efficiency?

8. If your business's proposal involves the provision of a product, does the manufacturer of the product, whether your business or an outside entity, have a sustainability policy statement? Please check the item that applies:

- No, the manufacturer of the product that I am proposing DOES NOT have a sustainability policy statement.
- Yes, the manufacturer of the product that I am proposing HAS a sustainability policy statement.
- Not applicable.

Provide Sustainability Policy Statement:

9. If your business's proposal involves the provision of a product, has the manufacturer of the product, whether your business or an outside entity, ever been cited for non-compliance of any law, regulation, ordinance, code, rule, standard, or policy regarding an environmental or safety issue? Please check the item that applies:

- No, the manufacturer of the product that I am proposing HAS NOT been cited for noncompliance regarding an environmental or safety issue.
- Yes, the manufacturer of the product that I am proposing HAS been cited for noncompliance regarding an environmental or safety issue.
- Not applicable.

Provide reason, date and outcome of the citation:

10. If your business's bid/proposal involves the provision of a product, has an environmental life-cycle analysis of the product that you are proposing been conducted by a certified testing organization, such as Green Seal, Energy Star, and Cradle to Cradle? Please check the item that applies.

- No, an environmental life-cycle analysis of the product that I am bidding/proposing HAS NOT been conducted by a certified testing organization, such as Green Seal.

- Yes, an environmental life-cycle analysis of the product that I am bidding/proposing HAS been conducted by a certified testing organization, such as Green Seal.
- Not applicable.

Provide certification:



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

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.

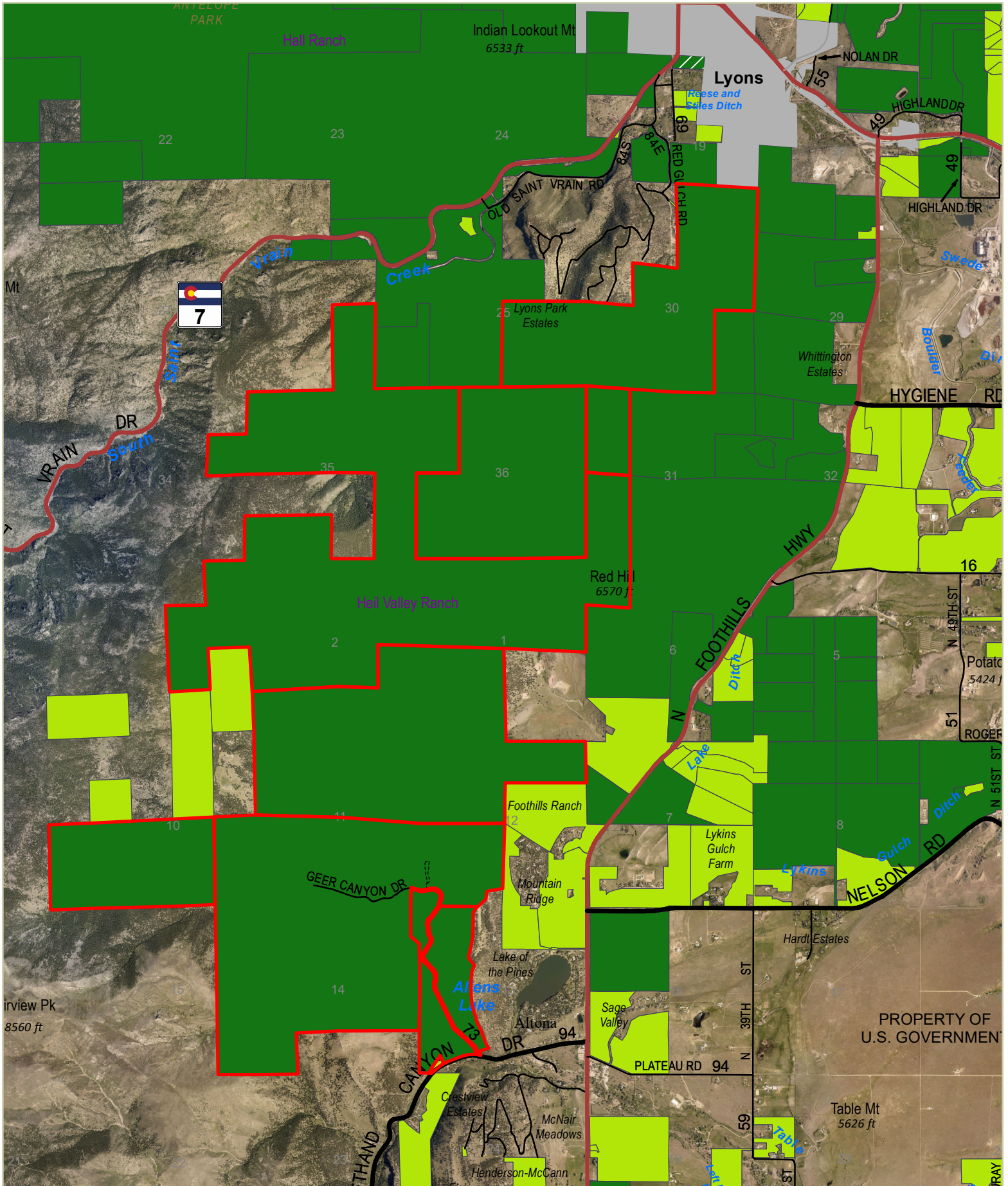
(Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

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

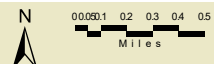
Date

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

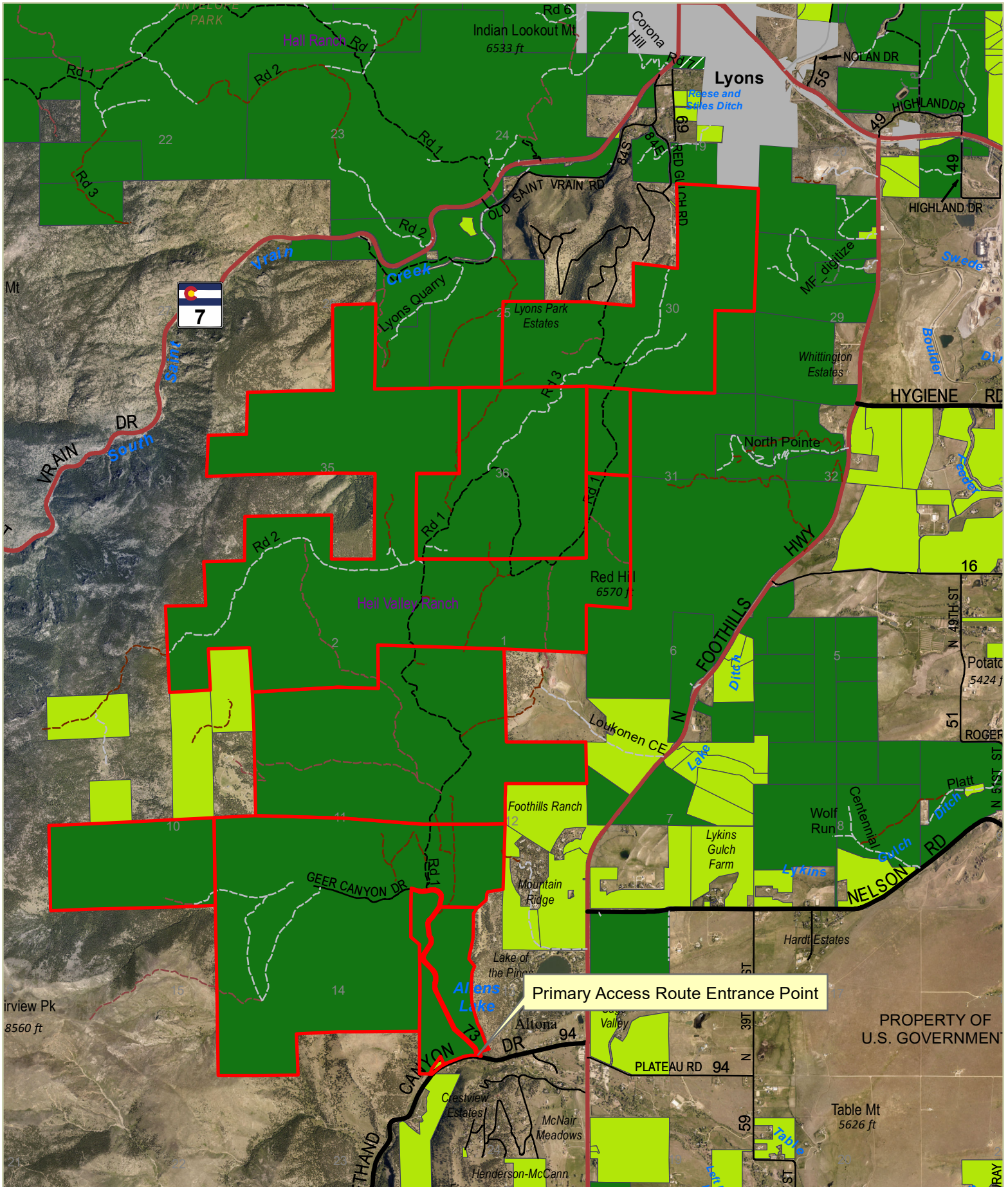
Attachment A: Project Area Map



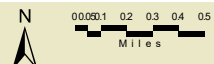
2021 County Open Space County Conservation Easement



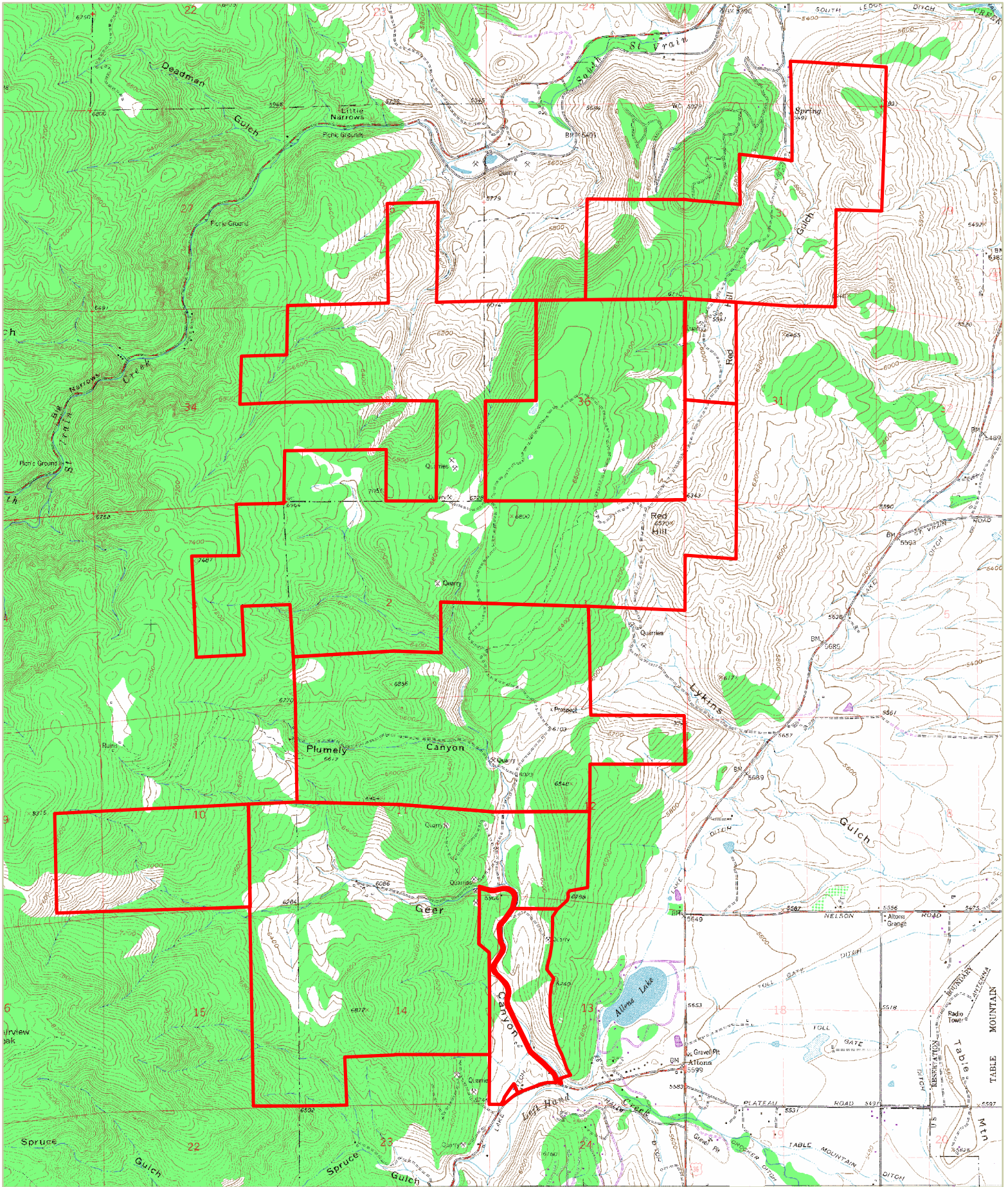
Attachment B: Project Area Access Map



2021 County Open Space County Conservation Easement 4WD Main Access



The user agrees to all Terms of Use set forth by Boulder County For Terms of Use, please visit: www.bouldercounty.org/mapdisclaimer





Parks & Open Space

5201 St. Vrain Road • Longmont, CO 80503
303-678-6200 • POSinfo@bouldercounty.org
www.BoulderCountyOpenSpace.org

Attachment D

May 14, 2021

Re: Consultant Specifications for BCPOS Cultural Resource Data

The following specifications must be met and products delivered by any consultant who is selected to map Cultural Resource data for Boulder County Parks and Open Space.

1. A signed Data Sharing Agreement. See attached example Data Sharing Agreement.
2. A description of the methodology to be used to collect BCPOS Cultural Resource data. This shall be submitted during the RFP process, and shall include, but is not limited to:
 - a. The GPS hardware and/or software used
 - b. The spatial accuracy of the GPS device
 - c. The GIS software used
 - d. If digitized (the data is not collected using a GPS device), the source and resolution of the aerial imagery and the method used to digitize the cultural features
3. All Cultural Resource GIS data will be submitted to State Historic Preservation Office. Therefore, all GIS data submitted to BCPOS must adhere to these standards set forth by State Historic Preservation Office:
<https://www.historycolorado.org/submitting-your-data-preservation-programs>
4. Final data must only include data collected in the current year.

BOULDER COUNTY, COLORADO
CONFIDENTIAL AND SENSITIVE INFORMATION SHARING AGREEMENT

This Confidential and Sensitive Information Sharing Agreement (“Agreement”) is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Parks and Open Space Department (“County”), and [REDACTED] (the “Recipient”). County and Recipient are each a “Party,” and collectively the “Parties.”

RECITALS

1. The Recipient has requested the disclosure of certain data gathered and held by the County that the County believes to be confidential and/or sensitive and immune from the disclosure requirements of the Colorado Open Records Act (CRS § 24-72-201 *et seq.*) (the “Protected Information”).
2. The County has determined that the Protected Information is exempt from disclosure to third parties because disclosure to third parties without the County’s permission would do substantial injury to the public interest under the Colorado Open Records Act (CRS § 24-72-203(1), CRS § 24-72-204(6)(a)).
3. Additionally, use and disclosure of the Protected Information is further governed by the County’s Sensitive GIS Data Policy adopted March 26, 2015, which is available upon request.
4. The County agrees that there are legitimate purposes to which the Recipient may use the Protected Information which do not violate the Colorado Open Records Act.
5. The Parties are entering into this Agreement to set forth the terms and conditions upon which the Protected Information will be disclosed to the Recipient and the limitations upon Recipient’s use of the Protected Information.

AGREEMENT

Now therefore, in consideration of the mutual covenants, conditions, and promises contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. Recipient, in accepting the Protected Information, hereby acknowledges the limitations of such Protected Information and the restrictions on its use. The Protected Information being provided is intended to comply with the Recipient’s ability to use the Protected Information for its internal purposes, but while also acknowledging that the County has legitimate concerns about the Protected Information’s use by third parties.
2. No part of the Protected Information may be copied, reproduced, published in raw form or transmitted in any form or by any means whatsoever, including, but not limited to, electronic, mechanical, photocopying, recording, scanning, or by any information retrieval system that can be accessed by third parties without the County’s prior written consent. The Recipient shall not license, relicense, sub-license, assign, release, publish, transfer, sell or otherwise make available

any portion of the Protected Information to a third party without the prior express written permission of County.

3. If a third party makes a request for access to the Protected Information and alleges that it is entitled to disclosure of the Protected Information under the Colorado Open Records Act, if the Recipient is a governmental entity, it shall assert to the third party that the Protected Information is protected from disclosure by CRS § 24-72-204(6)(a) because its disclosure would do substantial injury to the public interest. If the third party challenges whether the Protected Information is protected from disclosure by CRS § 24-72-204(6)(a), the Recipient shall timely offer the County the opportunity to petition to a district court for an order permitting restriction from disclosure. If Recipient is not a governmental entity, Recipient shall instruct such third party to direct any Open Records Act requests to the County.

4. The Protected Information which is the subject of this Agreement has been developed solely for internal use only by County, and County makes no warranties, representations or guarantees, either expressed or implied, as to the completeness, accuracy or correctness of the Protected Information, nor accepts or assumes any liability arising from or for any incorrect, incomplete or misleading Protected Information provided pursuant to this purchase/request. There are no warranties and/or representations, either expressed or implied, of merchantability or fitness of the Protected Information for a particular purpose or use. The Recipient shall immediately notify the County in writing of any and all defects, errors, inaccuracies, or any other problems with the Protected Information discovered by Recipient.

5. The County is not responsible for incidental, consequential, or special damages arising from the use of the Protected Information provided to Recipient. Recipient agrees that the Protected Information shall be used and relied upon only at the risk of Recipient. Recipient agrees to indemnify and hold harmless County, its officials (elected or appointed), officers, employees, servants and agents from any and all liability, claims, losses, damages, injuries, costs and attorney fees arising out of procuring, compiling, collecting, interpreting, producing or communicating the Protected Information which is the subject of this Agreement.

6. Protected Information will remain the property of the County. The Recipient agrees that the Protected Information will be disclosed or disseminated only to the Recipient's employees who have a need to know and who are under an obligation limiting the use and disclosure of the Protected Information. Upon termination of this Agreement, or once the purpose for which Recipient received the Protected Information no longer exists, no further disclosure or dissemination of the Protected Information shall be permitted, except with written permission of the County. **Recipient shall, to the extent practicable, destroy all Protected Information and shall provide the County with written confirmation once the Protected Information is destroyed.**

7. Notice: Within sixty (60) days after a change of a Party's address, the Party shall provide the other Party with written notice of any change of address. For purposes of the notices required to be provided, 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:

To the County: Boulder County Parks and Open Space
Attention: Rosa Brohm
5201 St. Vrain Road
Longmont, CO 80503

To the Recipient: **TBD**

8. Pursuant to the terms of this Agreement, County shall provide Recipient the following Protected Information:

Colorado Office of Archaeology and Historic Preservation Cultural Resource GIS Data on the Boulder County Heil Valley Ranch property.

9. Additional conditions of and/or rights relating to the release to Recipient of the Protected Information are as follows:

The data specified above is to be used for the execution of the Boulder County Heil Valley Ranch Property Cultural Resource Survey 2021 project only.

10. General Provisions:

(a) Recipient warrants and represents to County that it has full power, right, and authority to enter into this Agreement and, where applicable, to act as agent for and to be bound to perform all the terms and conditions pursuant to, this request for Protected Information.

(b) Each Party, upon thirty (30) days prior written notice, may terminate this Agreement. The obligation to protect the confidentiality of information received prior to termination shall survive.

(c) This Agreement will be governed by the laws of the State of Colorado, excepting its conflicts of law provisions. This Agreement and any amendment thereto, must be in writing and signed by an authorized representative of each Party. No failure or delay in exercising any right under this Agreement will operate as a waiver of any term or condition hereunder.

(d) The Recipient agrees to use the same degree of care to protect the confidentiality of the information it receives from the County as it would use to protect its own confidential or sensitive information.

(e) This Agreement embodies the entire agreement between the Parties. The Parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind or nature not contained herein. No amendments, changes, modifications of any of the terms and conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties. This Agreement is not assignable under any circumstances whatsoever. All of the

terms and conditions of this Agreement shall remain in full force and effect and apply to any changes, updates, revisions or amendments to the Protected Information which is the subject of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date set forth below.

RECIPIENT:

By: _____

Title: _____

Date: _____

THE COUNTY OF BOULDER, a body corporate and politic

By: _____

Janis Whisman, Interim Director
Boulder County Parks and Open Space Department

Date: _____

Contract

DETAILS SUMMARY	
Document Type	New Contract
OFS Number-Version	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	
Division/Program	
Mailing Address	
Contract Contact – <i>Name, email</i>	
Invoice Contact – <i>Name, email</i>	
Contractor Contact Information	
Contractor Name	
Contractor Mailing Address	
Contact 1- <i>Name, title, email</i>	
Contact 2- <i>Name, title, email</i>	
Contract Term	
Start Date	The Start Date shall be the date of last party signature as set forth on the Signature Page of this Contract. NOTE: Work shall not commence until a Notice to Proceed is provided by County to Contractor in accordance with paragraph 3.
Expiration Date	03/31/2022 NOTE: Work must be performed during the time period set forth in paragraph 3.
Final End Date	12/31/2022
Contract Amount	
Contract Amount	
Fixed Price or Not-to-Exceed?	Fixed Price
Brief Description of Work	
Contract Documents	
a. Formal Procurement (RFP/Bid/SOQ) No. Bid Variable (the "Bid Documents") b. Contractor's proposal in response to the Bid Documents (the "Proposal") c. Project Details, including project-specific terms and a Scope of Work, attached as Exhibit A (the "Scope of Work") d. Fee Schedule, attached as Exhibit B (the "Fee Schedule")	
Purchasing Details – <i>County Internal Use Only</i>	
Grant funded?	No
Bid Number	TBD
Award Date	TBD
If no Bid No., bid process used	Bid number provided above

COVID-19	NO
Project #	N/A
Purchasing Notes (optional)	
Contract Notes <i>Additional information not included above</i>	

THIS CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Parks and Open Space 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**. Work shall not commence until the County has provided a NOTICE TO PROCEED to Contractor, which shall set forth the date that Contractor may begin the Work. Contractor shall follow the schedule outlined in **RFP # XXXX-21** to complete the Work, unless this Contract is terminated earlier or the County grants Contractor a written extension in accordance with paragraph 6 or 7. In no event shall Work be performed outside 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 for completion of any Work performed in the prior calendar month. 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**.

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 (Additional Time only): 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 by sending a written notice of extension to Contractor. An extension of time to complete the Work does not entitle Contractor to additional compensation from County.

7. Extension of Contract Term (Additional Time and 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 may 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 officials and appointed department heads, 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. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

10. Nondiscrimination: Contractor will comply with 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. None of Contractor, its agents, personnel or subcontractors are employees 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

a. 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 breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, 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.

b. Non-Appropriation: The other provisions of this Contract notwithstanding, 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.

c. Convenience: In addition to any other right to terminate under this Section 13, County may terminate this Contract, in whole or in part, for any or no reason, upon seven (7) days' advance written notice to Contractor.

14. Contractor Obligations upon Termination or Expiration: By the **Expiration Date** or effective date of termination, if earlier, Contractor must (1) remove from County property all of its personnel, equipment, supplies, trash and any hazards created by Contractor, (2) protect any

serviceable materials belonging to the County, and (3) take any other action necessary to leave a safe and healthful worksite. Any items remaining on County property after the Expiration Date or the effective date of termination, if earlier, will be deemed abandoned by Contractor.

15. Payable Costs in Event of Early Termination: If County terminates this Contract before the **Expiration Date**, Contractor's payments (and any damages associated with any lawsuit brought by Contractor) are limited to only (1) payment for Work satisfactorily executed and fully and finally completed, as determined by County in its sole discretion, prior to delivery of the notice to terminate, and (2) the reasonable and actual costs Contractor incurred in connection with performing the Work prior to delivery of the notice to terminate. Contractor explicitly waives all claims it may have against the County for any other compensation, such as anticipatory profits or any other consequential, special, incidental, punitive or indirect damages.

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 (in addition to any other remedies provided by law or in this Contract), 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 full and final 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 fully and finally 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 may 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.): *The phrase “unauthorized worker” as used in this provision shall have the same and intended meaning as “illegal alien” as such phrase is used in 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 unauthorized worker 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 unauthorized worker 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 unauthorized worker 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 unauthorized worker, 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 unauthorized worker; and (b) terminate the subcontract if, within three (3) days of receiving notice hereunder, subcontractor does not stop employing or contracting with the unauthorized worker; 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 unauthorized worker. 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. § 24-72-200.1, 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 is solely responsible for ensuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. County approval of the Work or any aspect of Contractor's performance, such as plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.

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. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR'S LIABILITY SHALL BE VOID.

42. Legal Interpretation. Each Party recognizes that this Contract is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.

43. No Suspension or Debarment: Contractor certifies, and warrants for the Contract Term, that neither it nor its principals nor any of its subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State department or agency. Contractor shall comply, and shall require its subcontractors to comply, with subpart C of 2 C.F.R. § 180.

44. Insurance: Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this Section. 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. 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.*

b. 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.

c. 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.

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

e. 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.

f. 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.

g. Requirements: 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**

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.

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.

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.

[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:	