



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

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number: **7303-22**

RFP Title: **Lyons-Boulder Fixed Route Transit Service**

RFP Questions Due: February 4, 2022 – 2:00 p.m.

Submittal Due Date: February 18, 2022 – 2:00 p.m.

Email Address: purchasing@bouldercounty.org

Documents included in this package:

- Proposal Instructions
- Terms and Conditions
- Specifications
- Insurance and W-9 Requirements
- Submittal Checklist
- Evaluation Criteria
- Sustainability Questionnaire
- Signature Page
- Sample Contract



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PROPOSAL INSTRUCTIONS

1. Purpose/Background

Lyons-Boulder fixed route transit service will once again provide a critical connection between the Lyons community and the City of Boulder, and by extension, the rest of the Denver Metro Area. This connection was lost in April 2020 when RTD indefinitely suspended the “Y” route. Restored, fixed-route transit service will provide all Lyons residents with an alternative to driving, but will be particularly beneficial to older adults, young people, people with disabilities, and other vulnerable populations who do not or cannot drive or do not have access to a personal vehicle. Fixed route transit service will provide access to jobs, education opportunities, medical services and other essential services not available within the Town of Lyons.

2. Written Inquiries

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before **2:00 p.m. February 4, 2022**. A response from the county to all inquiries will be posted and sent via email no later than **February 11, 2022**.

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

3. 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 February 18, 2022**.

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 # 7303-22** 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.

Contractors and their employees, subcontractors, and agents must comply with all federal, state, and local laws, regulations, ordinances, orders, and codes, as well as Boulder County policies, guidelines, and protocols.

Please be advised of the following contract term required for all Boulder County contracts effective 12/1/21:

COVID-19 Vaccine Requirement for Certain Contractors of County

On September 28, 2021, the Boulder County Board of Commissioners adopted a COVID-19 vaccine requirement policy that applies to, as relevant here, all employees of independent contractors of the County that perform county work in a county facility. For purposes of this policy, “perform work in a county facility” means any employee of an independent contractor that routinely performs more than fifteen (15) hours per month of county work that takes place in or on a county facility/property. Under the County’s COVID-19 vaccine requirement policy, these individuals are required to receive a COVID-19 vaccine unless a reasonable accommodation based on medical reasons or due to a sincerely held religious belief is requested and approved. The policy requires that, by December 1, 2021, all individuals to which the policy applies must be fully vaccinated and submit proof of

vaccination or have an approved reasonable accommodation in place. Therefore, beginning December 1, 2021, any employees of Contractor that perform county work in a county facility must be in compliance with the County's vaccine requirement policy unless Contractor can show proof that it is in compliance with its own COVID-19 vaccine requirement policy or is required by local, state, or federal law or regulation to be compliant with a COVID-19 vaccine requirement policy.

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 and products with low toxicity levels when 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

- Section I: Overview
- Section II: Route and Stops
- Section III: Schedule
- Section IV: Vehicles
- Section V: Fares
- Section VI: Data Collection
- Section VII: Personnel
- Section VIII: Safety Program
- Section IX: Animals
- Section X: Invoices

Section I: Overview

Boulder County will contract with a 3rd party agency (the Contractor) to operate a fixed-route transit route connecting the Town of Lyons with the City of Boulder. The Contractor shall manage and operate all aspects of the route including operation and maintenance of a fleet of transit vehicles and providing an appropriately trained workforce in sufficient numbers in order to meet the scheduled service, and provide all equipment needed to operate the Service except as otherwise noted in this RFP.

The Service shall operate utilizing Contractor owned or leased vehicles. Fuel, staff wages, vehicle maintenance costs, and all other costs related to provision of the Service shall be the responsibility of the Contractor, excluding park-n-ride facilities, layover facilities and bus stops. The Contractor shall have knowledge of Federal, State and Local rules and regulations and the ability to perform the required reporting and accounting functions to ensure County compliance with these rules and regulations including but not limited to the provisions of the Americans with Disabilities Act. The Contractor shall manage the Service in accordance with the guidelines and parameters established herein and the attachments hereto. The Contractor shall continually monitor program services, and as warranted, make recommendations to the County on performance improvements.

The Contractor shall coordinate, manage, and control all necessary program activities pertaining to operation of the Service, which shall include: maintaining all vehicles, providing vehicle operators and all project personnel, training personnel as necessary, developing administrative procedures, compiling financial and non-financial records, trip scheduling, developing methods to improve effectiveness and maximize service efficiency, and providing all equipment and services required for operation of the Service unless specifically identified to be contributed by Boulder County in this RFP. The Contractor shall also have all applicable State and Local business licenses or shall procure them prior to the start of service.

Section II: Route and Stops

The following route description and list of bus stops are an outline for the service. Boulder County and the Contractor shall work together to establish the exact routing and list of stops served, which may differ from the description herein. Boulder County shall make the final decision on the routing and stops served.

Southbound Route Description:

- Start: Broadway (US 36) & 5th Ave (Lyons)
- Eastbound on Broadway (US 36)
- Continue Eastbound on Ute Highway (US 36)
- Turn right onto US 36 (North Foothills Hwy) at US 36 & CO 66
- Turn right on Broadway at US 36 (North Foothills Hwy) & Broadway/28th St
- Continue Southbound on Broadway
- Turn left onto Euclid Ave
- End: Euclid Ave & 18th St

Northbound Route Description:

- Start: 18th St & Euclid Ave
- Turn right onto southbound 18th St
- Turn right onto northbound Broadway
- Turn left onto US 36 (North Foothills Hwy) at US 36 & Broadway/28th St
- Turn left to stay on US 36 (Ute Highway) at US 36 & CO 66
- Continue on US 36 (Main St)
- End: US 36 (Main St) & 5th Ave (Lyons)

Southbound Stops Served (RTD Stop ID, Stop Name)

- 19475 Main St & 4th Ave
- 20920 High St & 5th Ave
- 20921 Broadway & 4th Ave
- 20922 Lyons PnR
- 22329 US 36 & McConnell Dr
- 25105 4200 Block US 36
- 22052 US 36 & Hwy 66
- 22933 US 36 & Twilight St
- 33490 US 36 & Hygiene Rd
- 22661 US 36 & Pointe View Dr
- 33352 US 36 & Saint Vrain Rd
- 22899 US 36 & Foothills Ranch Dr
- 33487 US 36 & Nelson Rd
- 21797 US 36 & Lakeridge Trail
- 20110 US 36 & Lefthand Canyon Rd
- 22683 US 36 & Middle Fork Rd
- 19482 US 36 & Nebo Rd
- 24845 US 36 & Neva Rd
- 20086 US 36 & Longhorn Rd
- 22003 Broadway & Lee Hill Dr
- 22247 Broadway & Yarmouth Ave
- 12554 Broadway & Violet Ave
- 23409 Broadway & Union Ave
- 19308 Broadway & Tamarac Ave
- 12582 Broadway & Quince Ave
- 12577 Broadway & Poplar Ave
- 12507 Broadway & Norwood Ave
- 19193 Broadway & Linden Ave
- 12542 Broadway & Iris Ave
- 12539 Broadway & Hawthorne Ave
- 12528 Broadway & Grape Ave
- 12525 Broadway & Forest Ave
- 12514 Broadway & Elder Ave
- 12493 Broadway & Cedar Ave
- 12475 Broadway & Alpine Ave
- 23066 Broadway & North St
- 12579 Broadway & Portland Pl

- 12562 Broadway & Maxwell Ave
- 12590 Broadway & Spruce St
- 24251 Broadway & Walnut
- 12490 Broadway & Canyon
- 17928 Broadway & Arapahoe
- 12609 Broadway & University
- 12574 Broadway & College Ave
- Broadway/ Euclid Ave/ 18th St (On CU-Boulder Campus)

Northbound stops served (RTD Stop ID/ Stop Name)

- Broadway/ Euclid Ave/ 18th St (On CU-Boulder Campus)
- 12432 Broadway & Euclid Ave
- 17892 Broadway & Pleasant St
- 12608 Broadway & University Ave
- 25444 Broadway & Arapahoe Ave
- 12470 Broadway & Canyon Blvd
- 24252 Broadway & Walnut St
- 12591 Broadway & Spruce St
- 12559 Broadway & Mapleton Ave
- 12580 Broadway & Portland Pl
- 12465 Broadway & Alpine Ave
- 12492 Broadway & Cedar Ave
- 12513 Broadway & Elder Ave
- 19385 Broadway & Forest Ave
- 12534 Broadway & Grape Ave
- 33604 Broadway & Hawthorn Ave
- 12543 Broadway & Iris Ave
- 12551 Broadway & Kalmia Ave
- 12569 Broadway & Norwood Ave
- 12578 Broadway & Poplar Ave
- 12581 Broadway & Quince Ave
- 12601 Broadway & Sumac Ave
- 23404 Broadway & Upland Ave
- 12612 Broadway & Violet Ave
- 12618 Broadway & Yarmouth Ave
- 22004 Broadway & Lee Hill Dr
- 20087 US 36 & Longhorn Rd
- 33488 US 36 & Neva Rd
- 22682 US 36 & Middle Fork Rd
- 34278 US 36 & Plateau Rd
- 20109 US 36 & Lefthand Canyon Rd
- 19980 US 36 & Lakeridge Trail
- 33486 US 36 & Nelson Rd
- 22898 US 36 & Foothills Ranch Dr
- 33351 US 36 & Saint Vrain Rd
- 22662 US 36 & Pointe View Dr

- 33489 US 36 & Hygiene Rd
- 22932 US 36 & Twilight St
- 22049 US 36 & Saint Vrain Creek Ave
- 25104 4200 Block US 36
- 22328 US 36 & Stone Canyon Rd
- 22070 Lyons PnR
- 20919 US 36 & Old Main St
- 19475 Main St & 4th Ave
- 20920 High St & 5th Ave
- 20921 Broadway & 4th Ave

Boulder County shall maintain or secure access to all bus stops necessary for the operation of this route. Contractor shall not be responsible for installation or maintenance of bus stops, sign posts, sign panels, or park-n-rides.

Section III: Schedule

Trips between Downtown Lyons and Downtown Boulder are estimated to take around 30 minutes each direction (+/- 5 minutes).

The following schedule was to be implemented by RTD in May 2020, but the service was instead suspended due to COVID-19 budget and ridership impacts. The RTD schedule is shown here as an illustrative approximation of the schedule for this service. Exact schedule shall be negotiated with the selected Contractor, with the County having final decision-making authority.

Morning

Trip #1: Depart Lyons 6:33am, Arrive Downtown Boulder 7:05am

Trip #2: Depart Downtown Boulder 7:09am, Arrive Lyons 7:37am

Trip #3: Depart Lyons 7:47am, Arrive Downtown Boulder 8:17am

Afternoon

Trip #4: Depart Downtown Boulder 4:25pm, Arrive Downtown Lyons 4:57pm

Trip #5: Depart Lyons 5:07pm, Arrive Downtown Boulder 5:33pm

Trip #6: Depart Downtown Boulder 5:55pm, Arrive Downtown Lyons 6:26pm

Compared the RTD schedule shown above, extending the southern terminus of the route to CU-Boulder's Main Campus in the vicinity of Broadway & Euclid would add an estimated 5 minutes to each trip time.

Bus service will be provided Monday-Friday, excluding federal holidays (New Year's Day, Martin Luther King Jr Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day (observed)).

Section IV: Vehicles

The following specifications shall apply:

All vehicles and vehicle equipment required by this RFP shall be maintained by the Contractor in good repair and in a condition satisfactory to the County. The Contractor shall assume all responsibility for the proper maintenance of the vehicles. The Contractor must comply with all applicable federal and other statutes and regulations governing their use.

Vehicles must meet the following minimum or maximum standards:

- Capacity: Minimum 18 seated passengers without wheelchairs or 14 seated passengers with wheelchair securement locations in use. If contractors have a variety of vehicle options, contractors are encouraged to provide several options and specify differing hourly service rates.
- Emissions: Must provide proof of current emission standards tests.
- Condition: Interior should be free of any major defects and flaws.
- Heat/Air: Working heating and air conditioning units
- Lifts: Fully operable wheelchair lift
- Wheelchair Securement Locations: 1 or 2, depending on vehicle length
- Bike Racks: External rack with capacity to hold at least two bicycles.

Over time, Boulder County would like to transition its contracted transportation services to an electric fleet. As such, electric vehicles are encouraged, but are by no means required for this project. Contractors are encouraged, but not required, to provide information about potential paths to fleet electrification, and the conditions that would make such a plan feasible.

All vehicles must comply with all Americans with Disabilities Act federal laws. This includes, but is not limited to: No. 49 CFR Part 38 continues to require that lifts have a minimum design load of 600 pounds and the lift platform accommodates a wheelchair measuring 30 inches by 48 inches. Section 38.23(d) of the DOT ADA regulations requires all ADA-compliant buses and vans to have a two-part securement system, one to secure the wheelchair, and a seat belt and shoulder harness for the wheelchair user. Section 38.23(a) requires vehicles over 22 feet in length to have enough securement locations and devices to secure two wheelchairs, while vehicles 22 feet and under must be able to accommodate at least one wheelchair.

Passengers shall be responsible for loading, unloading and securing their own bicycles.

Bidding contractors must include a detailed description of the vehicles to be utilized for the Service including but not limited to current condition, year, make, model, mileage, number of seats, seated passenger capacity and number of wheelchair securement locations. Bidders' vehicles must be available for inspection by County staff prior to contract award. Bidders should use the Exhibit B, Vehicle Identification Form, to provide the required information.

Vehicles used for this project are not required to be wrapped or branded, but if the Contractor and County agree on vehicle branding, the Contractor may invoice the County for associated direct costs.

The Contractor shall not place any external third-party advertising on the vehicles unless written authorization is first obtained from the County. Company names and logos for the Contractor are acceptable. The terms and conditions of any approved advertising shall be subject to County approval, with all County decisions being final.

Contractor shall keep County-provided brochures/schedules on board all in-service vehicles.

Vehicle Maintenance

The Contractor shall be responsible for the maintenance of all vehicles, communication systems and other equipment required for operation of the Service. Said equipment shall be maintained in a safe and operable condition at all times and in accordance with manufacturer's recommended maintenance procedures as well as with applicable Federal and State regulations. Vehicles operating on route should be able to communicate to other staff members in event of service impact or emergency.

Throughout the term of the contract the Contractor shall ensure that all components of each vehicle are maintained in safe and proper working condition, free from damage or malfunction. Any vehicle that becomes damaged or experiences unsafe operations shall be removed from service immediately. The Contractor shall maintain vehicles in a clean and neat condition at all times. The interior of all vehicles shall be kept free of litter and debris to the maximum practicable extent throughout the operating day.

Section V: Fares

There shall be no fare collected on this service, nor passes of any kind required.

Section VI: Data Collection

The Contractor shall record, the following information:

- Number of revenue (in service) miles for each trip
- Number of revenue (in service) hours for each trip
- Boardings and alightings at each stop for each trip, and any instances where passengers were left at a stop due to overcrowding
- Wheelchair boardings and alightings at each stop for each trip, and any instances where passengers using a mobility device were left at a stop due to all wheelchair securement positions being full
- Number of bicycles loaded per trip, including any instances where passengers with a bicycle were left at a stop due to the bike rack being full

On a monthly basis, the contractor shall provide a report for each calendar month including:

- Total number of boardings
- Total number of trips
- Total number of days of operation
- Average number of daily boardings per trip
- Average maximum passenger load per trip
- Average number of daily boardings and alightings per stop
- Total number of wheelchair boardings at each stop, and any instances where a passenger using a mobility device was left at a stop due to all securement positions being full
- Total Number of bicycles loaded, and total number of passengers with bicycles left at a stop due to bike rack being full
- Total number of revenue (in service) miles

- Total number of revenue (in service) hours

An example of the Contractor's proposed monthly reports should be provided in the submittals section of the proposal.

Section VII: Personnel

The Contractor shall be solely responsible for the satisfactory work performance of all employees and for meeting any reasonable performance standards described in this RFP. The Contractor shall be responsible for payment of all employees' and/or sub-Contractor's wages and benefits. Contractors' personnel wages and work hours shall be in accordance with the local, county, and State regulations affecting such personnel. Without any expense to the County, the Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance, and Social Security.

Vehicle operators shall be trained in customer relation skills, accident/incident procedures, handicap accessible skills, and shall have a detailed knowledge of applicable procedures and professional techniques. Operators should present a professional appearance at all times. All customer requests and complaints received by the Contractor shall be documented and kept in its file archives. The Contractor shall fully investigate all requests and complaints and return, on or before the scheduled due date, the results of the investigation to the County. Operators should be knowledgeable about service hours of operation, stop locations, etc., in order to answer passengers' questions.

Section VIII: Safety Program

The Contractor shall assume full responsibility for assuring the safety of all passengers/ operations personnel while operating the Service, and that the vehicles and equipment are maintained at the highest possible level. The Contractor shall comply with all Colorado Highway Patrol, ADA, and OSHA requirements. The Contractor shall provide prompt (next normal business day) notification to the County of any incidents, collisions, etc., involving service interruptions.

Drug and Alcohol Testing.

This section shall apply only to Safety Sensitive Positions. The Contractor agrees to establish and implement a drug and alcohol testing program that complies with 49 CFR Part 655, and permit any authorized representative of the U.S. Department of Transportation or its operating administrations, the State of Colorado, or RTD to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 CFR Part 655 and review the testing process. The Contractor agrees further to certify compliance with Part 655 before December 31st of every year and to submit the FTA Management Information System reports not later than February 15 of every year to Boulder County. To certify the compliance of the Contractor's program, the Contractor shall use the certifications published annually in the Federal Register by the Federal Transit Administration.

Drug & Alcohol Testing Program

- The Contractor must have in force a Substance Abuse Policy and must ensure that employees in safety-sensitive positions are tested in accordance with the FTA Alcohol and Drug Testing Regulations 49 C.F.R. Part 655. Such testing must include pre-employment, reasonable suspicion, return to duty, and random testing. The policy and records are subject to RTD, DOT, and FTA audits.
- Generally, a safety-sensitive position occurs when an employee is performing, ready to perform or immediately available to perform any duty related to the safe operation of public transportation. The following are safety-sensitive functions:
 - Operation of a Revenue Vehicle, whether or not such vehicle is in Revenue Service.
 - Controlling dispatch or movement of a Revenue Vehicle.
 - Maintaining Revenue Vehicles or equipment used in Revenue Service.
 - Operating a non-Revenue Vehicle when required to be operated by a holder of a CDL.
 - Supervising, where the supervisor performs any function listed in items a-d above.
- The Contractor must identify a Designated Employer Representative (DER) who will be directly responsible for the contractor’s drug and alcohol program. This DER must attend a Transportation Safety Institute (TSI) Drug and Alcohol Program Manager (DAPM) training or approved equivalent within 3 months of assuming DAPM duties.

Drug & Alcohol Testing

- On an annual basis, the Contractor must certify its compliance and any eligible subcontractor’s compliance with 49 C.F.R. Part 655.
- The Contractor must submit the Management Information System (MIS) reports to Boulder County no later than February 15th of each year.
 - To certify compliance, the Contractor must use the “Substance Abuse Certifications” in the “Annual List of Certifications and Assurances for Federal Transit Administration Grants and Cooperative Agreements,” which is published annually in the Federal Register.

New Hire Requirements

Each individual employed by the Contractor must pass a pre-employment drug and alcohol test in accordance with the FTA Alcohol and Drug Testing Regulations 49 C.F.R. Part 655.

The Contractor must maintain a system of records for all operators and individuals operating buses on public rights-of-way to meet DOT regulations, including, but not limited to, employee applications, records of driving time, on-duty time, off-duty time, drug & alcohol testing, physical qualifications & examinations, etc. These records must be maintained in accordance with DOT regulations. These records are subject to Boulder County audits, as well as audits by the Colorado State Patrol Motor Carrier Safety Section (DOT) and the FTA.

Section IX: Animals

Service animals may never be refused boarding in accordance with the Americans with Disabilities Act as Amended. Whether or not to allow non-service animals, including emotional support animals, shall be decided by Boulder County and the selected contractor.

Section X: Invoices

The Contractor shall develop and submit monthly invoices to the County via email to CPPinvoices@bouldercounty.org. Invoices should be emailed to the County no later than the tenth normal business day of the month following the payment month.

Monthly invoices should be based strictly upon the in-service (revenue) hours of operation completed for that month. Any additional out-of-service hours shall not be included in the Contractor's invoice.

The total invoice will be calculated by multiplying the number of in-service hours by a single unit cost for one hour of operation. No other direct costs should be included in the invoice. For example, fuel*, maintenance or any other direct cost shall not be invoiced to the County. As such, the unit cost for an hour of operation should be "fully loaded" and be representative of all costs the Contractor expects to incur.

*If the Contractor wishes to propose a "fuel escalator" or similar surcharge that would increase the hourly rate if fuel prices increase outside of a certain proposed range, Contractor may do so. The only other separate cost the County will pay is for direct costs associated with wrapping/branding the vehicles.

Boulder County purchasing procedures allows the county to use this proposal to be used for up to five years of service. In the submittal section bidders should indicated the fully loaded unit cost for the first year of service as well as for four subsequent years of service. Please note that selection of a Contractor for year one does not guarantee continuation of Contractor for years two and beyond.



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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS

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.

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.

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.

Umbrella / Excess Insurance

Umbrella/Excess Liability insurance in the amount \$1,000,000.00, following form.

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 Insureds.*

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.



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SUBMITTAL SECTION

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

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

INCLUDED	ITEM
	Name and Address of the Partners and Subcontractors if applicable
	A detailed project schedule with an all-inclusive total cost
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the Sample Contract contained in this RFP. Specifically list any deviations and provide justification for each deviation.
	Submit three references for similar projects your company has completed within the last three years and contact information. Boulder County will review all contractor evaluation forms from previous County projects.
	Exhibit A: Cost Proposal Form
	Exhibit B: Vehicle Identification Form
	Example of the proposed monthly ridership report
	Insurance Certificate
	W-9
	Sustainability Questionnaire
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)

Exhibit A: Cost Proposal Form

Complete this form with your submittal. Note, the service contract between the County and the Contractor will be for one year with four additional one year renewal options per the terms outlined in this RFP.

	January 1- December 31, 2022	January 1- December 31, 2023	January 1- December 31, 2024	January 1- December 31, 2025	January 1- December 31, 2026
Fully-loaded cost per in-service (revenue) hour – (inclusive of all expenses including staffing, maintenance, fuel*, dead-heading, etc.)					

If service hour costs would vary depending on type of vehicle proposed or passenger capacity of vehicle, please fill out a separate table for each vehicle type.

*If Contractor is proposing a fuel escalator, please describe here:

Estimated cost to wrap/brand a vehicle (cost per 1 vehicle): \$_____

- The cost to wrap/brand a vehicle will not play a significant role in the County’s selection of a Contractor for this project.

Comments:

Exhibit B: Vehicle Identification Form

All bidders shall provide the following information for each type of vehicle the bidder proposes to use in this project.

	<u>Vehicle 1</u>	<u>Vehicle 2</u>	<u>Vehicle 3</u> <u>(if applicable)</u>
Vehicle used as primary or back-up?			
Vehicle type (cutaway, city bus, van, etc.)			
Vehicle make/ model			
Year of manufacture/ model year			
Passenger seating capacity			
Vehicle length (bumper to bumper) excluding bike rack			
Vehicle width (excluding mirrors)			
Vehicle height			
Number of wheelchair securement locations			
Wheelchair/ lift equipment (type, model, manufacturer and securement method)			
Total accumulated vehicle miles			
Miles since last overhaul			
Tire condition (New, used-good, fair, poor, etc.)			
Bike rack model on vehicle (minimum capacity of 2 bikes, preference for 3 bikes, and racks that can accommodate tires up to 3" in width)			

All bidders must make a minimum of two vehicles available for this service (one primary, and at least one back-up). If contractor would like to list more than three vehicles, please use additional sheets.



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

EVALUATION CRITERIA

The proposals will be reviewed by a selection committee. The committee may request additional information from vendors and/or request interviews. Evaluation of the proposals will be based on the three criteria below. Each criterium is weighted by the indicated percentage/ number of points possible per category. The Bidder who exhibits “best value” to Boulder County will be selected.

1. Experience on similar projects- 40% of total

This includes experience successfully operating schedule-based fixed route transit services that are similar to this proposed service, including with dispatching and trip scheduling as defined in the RFP. Emphasis will be placed on the Project Team, and in particular, the Project Manager, adequacy of training programs and demonstrated safety record. This section also includes experience with accounting, invoicing and providing monthly reporting.

2. Cost- 40% of total

The only pay item under this contract shall be the fully loaded, in-service (revenue hour) hourly cost for all components of the service, except for a potential fuel escalator and vehicle wrapping costs. County will only pay for in-service hours. Dead-heading hours or garage pull-outs will not be paid for. Layovers less than 20 minutes in between scheduled trips are to considered part of in-service hours. The multi-hour period between the AM and PM peak period trips is not considered part of in-service hours.

3. Vehicle fleet appropriateness, condition and location- 20% of total

Appropriateness and condition of the primary and backup vehicles proposed to be use on the Service. Also includes proximity of bus operations yard and ability to dispatch vehicles in a timely manner to address service disruptions.

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

Description	Points
Experience on Similar Projects	40
Cost	40
Vehicle fleet appropriateness, condition, and location	20
Total Possible	100



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SUSTAINABILITY QUESTIONNAIRE

Company Name: _____ Date: _____

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 (must describe below).
- We are developing a Green Transportation Plan (must describe below).
- 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 (must describe below).
- 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.

BOULDER COUNTY SAMPLE CONTRACT

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 [Department] ("County") and [Supplier] ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

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

1. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.
2. Work to be Performed: Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.
3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.
4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**.
5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month 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. COVID-19 Vaccine Requirement for Certain Contractors/Vendors/Subrecipients of the County: On September 28, 2021, the Boulder County Board of Commissioners adopted a COVID-19 vaccine requirement policy that applies to, as relevant here, all employees of independent contractors of the county that perform county work in a county facility. For purposes of this policy, "perform work in a county facility" means any employee of an independent contractor that routinely performs more than fifteen (15) hours per month of county work that takes place in or on a county facility/property. Under the county's COVID-19 vaccine requirement policy, these individuals are required to receive a COVID-19 vaccine unless a reasonable accommodation based on medical reasons or due to a sincerely held religious belief is requested and approved. The policy requires that, by December 1, 2021, all individuals to which the policy applies must be fully vaccinated and submit proof of vaccination or have an approved reasonable accommodation in place. Therefore, beginning December 1, 2021, any employees of Contractor/Vendor/Subrecipient that perform county work in a county facility must be in compliance with the County's vaccine requirement policy unless Contractor/Vendor/Subrecipient can show proof that it is in compliance with its own COVID-19 vaccine requirement policy or is required by local, state, or federal law or regulation to be compliant with a COVID-19 vaccine requirement policy.

45. **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**

Delete Instruction: Non-Construction contracts use the following language:

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

Delete Instruction: Construction Contracts only – include the following paragraph:

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

ii. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

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

iii. **Workers' Compensation and Employer's Liability**

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

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

iv. **Umbrella / Excess Insurance**

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

Delete Instruction: This insurance is a broad, high-limit policy, which acts more than the underlying primary insurance policy. This coverage is designed to provide additional liability limits beyond the primary insurance limits and is triggered upon the underlying limits becoming exhausted. Umbrella / Excess insurance is most commonly required when an exposure to the County could potentially create liabilities in excess of the basic insurance limits. The most common limits for these policies range from \$2,000,000 to \$5,000,000.

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

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

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

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

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims-made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

vi. **Pollution Liability**

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

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses,

pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. County shall be named as an additional insured for ongoing operations and completed operations.

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

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

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

viii. **Privacy / Cyber Liability Insurance**

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

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

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

ix. **Sexual Abuse and Molestation Coverage**

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

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

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

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

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

[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:			