



**Boulder County Purchasing  
1325 Pearl Street  
Boulder, CO 80302**

**SOLICITATION OF QUALIFICATIONS  
COVER PAGE**

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CDOT Project Number:	STU 2873-220
CDOT Project Code:	24727
SOQ Number:	7308-22
SOQ Title:	<b>US 287 Vision Zero Safety and Multimodal Modal Mobility - 100% Design</b>
Optional Pre-proposal Teams Video Conference Meeting:	February 28, 2022 – 3:00 p.m. <b>Microsoft Teams meeting</b> <b>Join on your computer or mobile app</b> <a href="#">Click here to join the meeting</a> <b>Or call in (audio only)</b> <a href="#">+1 720-400-7859,,584114536#</a> U.S., Denver Phone Conference ID: 584 114 536#
SOQ Questions Due:	March 2, 2022 – 2:00 p.m.
Submittal Due Date:	March 18, 2022 – 2:00 p.m.
Email Address:	<a href="mailto:purchasing@bouldercounty.org">purchasing@bouldercounty.org</a>
Documents included in this package:	Proposal Instructions Terms and Conditions Scope of Work Insurance and W-9 Requirements Submittal Checklist Evaluation Criteria Signature Page / Sample Contract



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

## **PROPOSAL INSTRUCTIONS**

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### **1. Purpose/Background**

Boulder County (the County) is seeking to hire a consultant firm to conduct a Vision Zero Safety and Multimodal mobility study along US287 from CO-66 to US-36. We will work with multiple municipal and agency partners, including CDOT, as the project is located within their right-of-way. We consider this a Phase II planning project and it will fold in the recommendations from the county's US287 Phase I [Bus Rapid Transit Feasibility Study](#).

During this US287 Phase II project, we will want to follow the Federal Highway Administration (FHWA) process and requirements to ensure we are following their direction to be eligible for future funding opportunities. This *may* require following the federal Planning and Environmental Linkages (PEL) study format of articulating the need for the study, drafting a purpose and need statement, drafting evaluation criteria and alternatives in addition to the PEL and FHWA questionnaire. Consultant guidance will help direct the process to best set us up for potential future funding opportunities.

This project will have two primary emphasis areas: identifying opportunities to eliminate fatal and serious injury crashes in alignment with Boulder County's Vision Zero safety policy and Transportation Master Plan, and assessing opportunities to improve safety and connectivity for people walking and bicycling along the corridor and to the transit station areas identified in the first phase study. These aspects should be analyzed both at and between intersections. For example, members of the public identified a desire for a separated, multi-use (bicycle/pedestrian) path in Phase I.

#### **Guiding objectives:**

- Listen to and be respondent to community members, elected officials and technical staff
- Use Boulder County's Vision Zero policy, Transportation Master Plan, community and other plans
- Follow federal Planning & Environmental Linkages process (check-in points with FHWA)
- Carry forward recommendations from US 287 Bus Rapid Transit Feasibility Study (Phase I)
- Ensure Boulder County is building multi-agency partnerships and following guidance for future funding
- Understand previous planning efforts locally, county-wide and regionally

- Utilize traditional and creative resources, such as the *CROW Design Manual for Bicycle Traffic*, from the Netherlands, when considering intersection safety and predictable bicycle travel solutions
- Follow CDOT's internal policies and resources to ensure implementable solutions are presented
- Ranked list of projects that will meet multiple objectives
- Enhance County identity as a rural place that is welcoming to active transportation
- Plan for direct, low-stress, visible, and predictable bicycling and walking connections
- Identify how to utilize leading technology to improve safety, efficiency and design of network
- Create project report and supporting materials that documents the US287 corridor planning process, recommendations, and next steps that can be referenced internally and with agency partners to help Boulder County and its partners achieve zero deaths and serious injuries, while reducing VMT and increasing mode share of transit, walking and bicycling
- Be a leader, capable of delivering a plan with creative, achievable and insightful solutions
- Complete the project within given budget and established timeframe
- Maintain regular communication with Boulder County project manager and project team
- Review environmental landscape with enough detail to understand how concepts would impact NEPA

## 2. Optional Pre-Proposal Meeting

An Optional Pre-Proposal Video Conference Meeting through Microsoft Teams will be held on **February 28, 2022 at 3:00 p.m.** Please click on the link on the cover page, or call +1 720-400-7859 Conference ID: 584 114 536#.

## 3. Written Inquiries

All inquiries regarding this SOQ will be submitted via email to the County Purchasing Office at [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) on or before **2:00 p.m. March 2, 2022**. A response from the county to all inquiries will be posted and sent via email no later than the end of business on **March 8, 2022**.

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

## 4. Submittal Instructions

Submittals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on March 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](mailto:purchasing@bouldercounty.org); identified as **SOQ #7308-22** in the subject line.

All SOQs 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 SOQ 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**

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1. Proposers are expected to examine the SOQ, attachments, 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 Solicitation of Qualifications.
3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Solicitation of Qualifications, will be most qualified and responsive in their proposal.
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 "Solicitation of Qualifications."
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 SOQ documents will be made by Addendum. Interpretations, corrections and changes of the SOQ 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.



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## **SCOPE OF WORK**

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Project limits: US287 Corridor, from CO-66 in Longmont to US-36 in Broomfield

There are many projects underway along this corridor. This study will serve as an umbrella plan to pull them all together and bring stakeholders and community members together to address safety and multimodal connectivity along the corridor, connecting with the work conducted in the 287 Bus Rapid Transit Feasibility Study (Phase I).

The final product is expected to be one final planning document, an executive summary for public digestion and a safety toolkit. Supporting materials may also be produced but should be included in an appendix or abridged version of the final plan. We do not want only an assortment of documents.

*Please, submit your proposals as a menu of options to choose from to help understand price for services available and provide an overview for Boulder County to see available services.*

### **1. Safety + Vision Zero**

- a. Problem Identification – when and how crashes occur
  - i. Review of Vision Zero Planning Documents:
    - 1. Traffic Crash Analysis and Action Plan
    - 2. Analyze most recent decade of available crash data
      - a. Identify overrepresented crash types and crash locations
        - i. “How and where” the problems are occurring
        - ii. By mode, severity and location
- b. Suite of safety treatments
  - i. Capital and operational
    - 1. Existing and future considerations for bike, walk, automobile, transit and how they all work together
      - a. Conceptual designs developed
        - i. Corridor and spot treatments
        - ii. Very high level
        - iii. Variety of options
      - 2. In conjunction with subsequent tasks, particularly tasks 2 & 3
  - ii. Informational and educational
    - 1. Detailed report with action items and responsible party
  - iii. “Safety Toolkit” to highlight all the opportunities to address safety

1. Easy to share with members of the public, stakeholders and interested parties as a future resource and for marketing
  2. Infographics to communicate design
- c. **Bicycling and walking facilities**
- i. Preliminary investigation and initial design bicycle and pedestrian facilities:
    1. Conceptual design
    2. ROW needs
    3. Environmental issues
    4. Integration with transit
    5. Other challenges
    6. And parallel routes
    7. Next steps
  - ii. Intersections
    1. Safe and predictable for all modes
      - a. Best practices and resources
        - i. AASHTO, NACTO, CROW Design Manual for Bicycle Traffic English and others
      - b. Signal needs and considerations
  - iii. Stations
    1. Design considerations for bicycles and transit at stations
    2. Safety, Comfort, access, amenities, beauty, human scale, elegance, welcoming, inviting
    3. Access and symbiosis with multimodal network for integrated, seamless trips for people

## **2. Multimodal Mobility + Bus Rapid Transit**

- a. Utilize traffic count data and turning movements from US 287 BRT Feasibility Study
  - i. 287 BRT Feasibility Study (found at [boco.org/287planning](http://boco.org/287planning))
  - ii. AADT (Annual Average Daily Traffic) Counts (found at <https://dtdapps.coloradodot.info/otis>)
  - iii. Person throughput
  - iv. Other sources
- b. Bicycle and pedestrian
  - i. Public and elected official input expressed desires for a separated bikeway
  - ii. Bicycle and pedestrian network to help create successful transit
    1. Connectivity with other planned bikeway networks
- c. Queue length reviews and analysis
  - i. Review of 2021 Bus Rapid Transit Feasibility Study (Phase I)
    1. Queue lengths at all signalized intersections
    2. Designs from 287 BRT Feasibility Study (2021) to next level at key intersections
      - a. Dovetail to improve multimodal safety from task 1
      - b. Work through Stakeholder Working Group to determine intersections
    3. GIS-level ROW needs and cost estimates
- d. Review previous transit ridership modeling for reference



- i. Help determine which steps next need to be taken to move toward service planning
  - ii. Build upon, refine and take to the next level to advance the work from the prior phase into this work “287 Feasibility Study” and “North Area Mobility Study”
  - iii. Consider creating successful transit network
- e. Consideration of the importance of this corridor for walk, short bike trips, ADA access to business and connectivity with transit.
  - i. Should be measured with any alternative
  - ii. Critical near and around stop locations

**3. Corridor and Intersection Operational Needs and Analysis**

- a. Identify existing conditions and existing needs, including signals and other advanced traffic management
- b. Communications systems and fiber optics needs to develop and manage an efficient multimodal system
  - i. People driving, taking Bus Rapid Transit, riding a bicycle, walking and rolling

**4. Environmental**

- a. Brief overview of NEPA related materials in order to know how best to design the project and avoid potential adverse impact to the environment
- b. Illuminate decisions that would either lead to a “CE” or “EA” and help provide direction along with trade-offs
  - i. To include high level overview considerations
  - ii. Conduct planning process in a way that aligns with state and federal requirements for funding eligibility

**5. Stakeholder Engagement**

- a. Continuation of Stakeholder Working Group from Phase I
  - i. Facilitate a minimum of four Stakeholder Working Group meetings
    - 1. Virtual with MS Teams
    - 2. Consultant to provide meeting link and coordinate time
    - 3. Prepare agenda, meeting materials, presentation and notes
    - 4. May need to prepare for teleconference model, “hybrid” in-person and virtual
  - ii. One-on-one interviews with stakeholders throughout the process as needed
  - iii. Other engagement throughout the process
- b. Attending CO-287 Coalition Meeting
  - i. Quarterly Meetings
    - 1. Coordinate with Commuting Solutions and Boulder County project manager who facilitates
    - 2. Present on technical data

**6. Community Engagement & Public Involvement**

- a. Four virtual public meetings:
  - i. Online; may also need consultants available for in-person event(s)
  - ii. General idea is
    - 1. Meeting #1: Kickoff
      - a. What is important to the public?

- b. Where do they see safety issues?
          - i. Corridor-wide
          - ii. Intersection / spots
        - c. What else should we be thinking about when we make design decisions?
      - 2. Meeting #2 Alternatives and feedback
        - a. Discuss options for mitigating problems
        - b. Consider impacts of alternatives
      - 3. Meeting #3 Final public input
        - a. General idea is “what else should we be thinking about when we make design decisions?” “Here are some options we have come up with, did we miss any?” and “Which option has the strongest public support?”
      - 4. Meeting #4 Information sharing
      - 5. Creative and engaging processes
      - 6. Other opportunities to provide feedback
      - 7. Consultant to compile and present public comments
    - iii. Should be designed to be engaging and collaborative with embedded software options and external options
    - iv. Consultant to provide bilingual materials, bilingual presentation and bilingual Zoom meeting
  - b. Community conversations
    - i. Consultant to find organizations, schedule meetings and attend with local staff representatives (including Boulder County PM)
      - 1. Get on the agenda of existing organizations, such as advisory committees or boards and other groups
      - 2. Hard to reach organizations and individuals
      - 3. Write notes and summary for distribution to stakeholders
  - c. Media “toolkit”
    - i. Provide and share information with partners
      - 1. Blurbs, newsletters, social media, websites
      - 2. Available at least two weeks prior to public events
        - a. Sent to municipal partners communications team
        - b. Boulder county communications team
      - 3. In English and Spanish
    - ii. At least two weeks in advance of every public event
      - 1. Sent to municipal partner communications teams
      - 2. Others as needed
  - d. Spanish
    - i. Engagement materials must be bilingual in both English and Spanish
      - 1. On the same slide
      - 2. Piece of paper
      - 3. Think “Canada” with their English/French
    - ii. Consultant team shall arrange to have live Spanish interpretation
      - 1. Online engagement
        - a. Zoom currently is the only known platform with the option;
        - b. Consultant should have license to host

- c. English and Spanish slides; option to choose audio channel
      - i. Consultants to record and share with Boulder County
  - iii. Website updates – English & español
    - 1. Consultant team shall provide document with needed updates to website to coincide with up-to-date outreach
    - 2. Shall be in both English and Spanish (two sites)
      - a. Provided to Boulder County communications to update website

**7. Cost Estimation**

- a. Refined cost estimates for roadway modifications
  - i. Conceptual designs used to develop engineer estimates
    - 1. Dovetail with Task 2 and 3

**8. Project Management**

- a. Consultant will have representation at technical team meeting throughout the planning process and coordinate with elected officials through a coalition. Project will have both a technical and political nature.
- b. Consultant shall prepare monthly progress reports and invoices.
  - i. The work will include summaries of work completed, percent of task completed, percent of overall project completed, percent of budget completed, budget spent and budget remaining
  - ii. Work planned for upcoming month, problems encountered, solutions
- c. Selected consultant shall establish and maintain a project schedule with key milestones and maintain open communications with project manager.
- d. Provide robust quality assurance and quality controls (QA/QC)
- e. Consultant team will conduct additional administrative and management tasks as needed; team must get written approval, with cost amount, for any work conducted outside of the scope of work.



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

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### **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.

#### **Professional Liability (Errors and Omissions)**

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

**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**

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

**DO NOT include hourly rates or fee schedules with your proposal. Including hourly rates or costs of any kind will render your submittal as unresponsive.**

**Contact Information:** Name and address of your Company/ organization, contact person, phone and email including Subconsultants, if applicable.

**Approach to the Scope of Work:**

- Discuss your approach, methodology and techniques to complete the work as specified herein. Identify the various tasks/items of work that will be required to successfully complete the design. This should be specific, logical and organized.
- Address your capability to communicate findings and recommendations clearly and succinctly.
- Describe any project approaches or ideas that you feel enhance the quality of your services. Provide detailed information about what makes your approach unique and best suited for this project.
- Discuss your ability to manage the work plan effectively and assure the successful fulfillment of its duties. Describe how the team will accomplish the work in an effective and timely manner.

**Company and Personnel Qualifications:**

- What are your company's three major strengths? Identify multimodal planning and design capabilities.
- What is your company's relevant experience on successful completion of previous projects that are similar in size, scope, and complexity to the SH 119 Bikeway project?
- Specify the professional staff that you would assign to the project including name, title, and work location. Attach brief professional experience and qualifications for each. Identify each individual's role and responsibilities.
- Identify the person who would be the day-to-day contact for the County.
- Demonstrate the team's ability, capacity and skills necessary to perform the work or services required to successfully complete this project. Include examples of past projects where the team, or members of the team have worked together and identify which team members were involved and the name and location of those projects.

**Project Understanding, Mitigation of Potential Risks, Schedule, Quality Control:**

- Proposed Schedule will be evaluated based on the feasibility of the proposed schedule and the demonstrated capacity of the Consultant to complete the work according to the proposed schedule.
- Describe your proposed timeline/schedule for the work plan, the time of major events and activities, and a description of deliverables. Identify critical path items or potential issues/problems that would need to be addressed early in the design process to prevent delays. Establish and track the project timeline/schedule. Identify how the design schedule (internal checks & balances) is monitored to ensure that key milestone dates are met. Indicate if any previous designs exceeded the project schedule and if so, explain why and what steps have been taken to ensure it does not occur on future projects.
- Describe how the design team will handle quality control. How are design issues monitored and resolved, plans checked and cross-referenced and bid documents ensured to be complete, accurate, and coordinated with other sub-consultant plans? Quality control is considered very important. Please be very specific in describing the means of ensuring quality control of the design for this project. Examples of related work/plans can be included with the proposal.

**Approach to Community Outreach**

- Discuss your approach, methodology and techniques to provide outreach and gather public input for this project. Identify the various tasks/items of work that will be required to receive and provide successful communication with the community during this project.
- Describe any project approaches or ideas that you feel enhance the quality of your proposed outreach goals. Provide detailed information about what makes your outreach

approach best suited for this project and how you would address and incorporate public comments.

- Describe how your team will approach the unique challenges during this time of COVID-19. How will your outreach techniques be tailored to receive input from local stakeholders on the final design of this project and how will your team tell the story of this project, possibly without face-to-face interactions?

- **References:** Submit three references for similar projects your company has completed within the last three years and contact information

- **Insurance Certificate**

- **W-9**

**Signature Page Addendum acknowledgements (if applicable)**

Please limit the proposal to a maximum of 25 pages, excluding the insurance certificate, W-9, signature page and addendum acknowledgements. 11x17 sheets will count as two pages.

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

INCLUDED	ITEM
	Contact Information
	Approach to the Scope of Work
	Company and Personnel Qualifications
	Project Understanding, Mitigation of Potential Risks, Schedule, Quality Control
	Approach to Community Outreach, including Spanish language
	References
	Insurance Certificate
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)





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## EVALUATION CRITERIA

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

- Approach to the Scope of Work
- Company and Personnel Qualifications
- Project Understanding, Mitigation of Potential Risks, Schedule, Quality Control
- Approach to Community Outreach

**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:**

<b>Description</b>	<b>Points</b>
Approach to the Scope of Work	25
Company and Personnel Qualifications	25
Project Understanding, Mitigation of Potential Risks, Schedule, Quality Control	25
Approach to Community Outreach	25
<b>Total Possible</b>	<b>100</b>

### **Anticipated SOQ Review and Award Schedule**

Boulder County hopes to begin this project in early 2022. See below for anticipated SOQ review and award schedule. Dates listed are estimates and subject to change.

1. Pre-proposal meeting: **3:00 – 4:00 p.m., February 28, 2022**
2. Questions due to Boulder County: **2:00 p.m., March 2, 2022**
3. Responses to questions from Boulder County: **March 8, 2022**
4. Last day for submitting proposal: **March 18, 2022**
5. Proposals reviewed by review committee: **March 30, 2022 (end of review)**
6. Interviews with proposers: **April 4 – April 8, 2022**
7. Recommendation of Award: **April 2022**
8. Execution of Agreement: **April 2022**

Commence Work: Immediately upon receiving Notice to Proceed from CDOT and following execution of agreement with Boulder County Board of Commissioners.



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**SIGNATURE PAGE**

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

**By signing below I certify that:**

- I am authorized to bid on my company's behalf.
- I am not currently an employee of Boulder County.
- None of my employees or agents is currently an employee of Boulder County.
- I am not related to any Boulder County employee or Elected Official.
- (Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

\_\_\_\_\_

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

\_\_\_\_\_

**Date**

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

# **BOULDER COUNTY SAMPLE CONTRACT**

THIS CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Community Planning & Permitting – Transportation Division ("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 20<sup>th</sup> 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:	
<p>↓↓<i>For Board-signed documents only</i>↓↓</p>			
Attest:	<i>Initials</i>		
Attestor Name:			
Attestor Title:			