



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

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number: **7320-22**

RFP Title: **Hessie Transportation Services**

Optional Pre-Proposal Meeting: March 15, 2022 – 12:00 p.m.
Microsoft Teams meeting
[Click here to join the meeting](#)
Or call in (audio only)
[+1 720-400-7859](tel:+17204007859).,786511538# US, Denver
Phone Conference ID: 786 511 538#

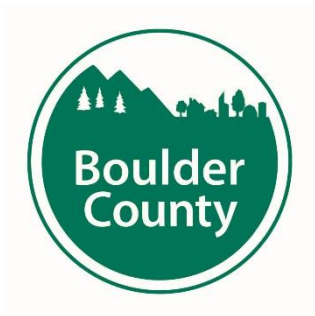
RFP Questions Due: March 21, 2022 – 2:00 p.m.

Submittal Due Date: March 30, 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

Due to limited parking capacity and access related impacts on CR 130 and at both the Hessie Trailhead and 4th of July Trailhead, over the last 10 years Boulder County (“County”) has partnered with both the City of Boulder (“City”), which owns the 4th of July Trailhead, parking lot, and campground, and the United States Forest Service (“USFS”), which owns most of the public lands accessed by both trailheads, to manage the area to provide for safe, predictable and orderly access to the trails and public lands extending west from these trailheads.

In 2012 Boulder County began operating a shuttle service to the Hessie Trailhead, which has alternately run from either the Nederland High School (597 CR 130, Nederland, CO 80466) and/or the Nederland RTD Park-n-Ride (300 S Jackson St, Nederland, CO 80466). Over time, average daily ridership on this shuttle has grown from an average of 200 to nearly 800 daily boardings. In 2021, shuttle service operated weekends and holidays from Memorial Day Weekend through October 10, and on Fridays from Memorial Day Weekend to August 6, for a total of 54 days of operation and ~2,600 annual service hours.

In 2018, Boulder County began implementing a traffic checkpoint at the Nederland High School, whereby on weekends after the trailhead parking was full, vehicles were only let past the checkpoint after a vehicle had left the trailheads and a parking space had opened up. The traffic checkpoint has proven very effective at limiting traffic congestion on CR 130 and at the trailheads, turning around an average of 400 cars per day in 2021, but is very staff intensive to manage.

In 2022, Boulder County would like to continue shuttle service to the Hessie Trailhead and implement a timed entry permit system for the Hessie and 4th of July Trailheads. Within the last several years, both the National Park Service (Rocky Mountain National Park), and the

USFS (Brainard Lake Recreation Area and Mt Evans Scenic Byway) have turned to timed entry permit systems to manage access to increasingly popular public lands.

Boulder County's preference is to hire a single contractor to both 1. operate and manage shuttle service to the Hessie Trailhead, and 2. manage and implement a timed entry permit system for the Hessie and 4th of July trailheads. However, we also invite bidders to submit proposals for the portions of the scope that they are able to fulfill, as defined in the Submittal Section of this RFP, and Boulder County is open to selecting multiple contractors in order to fulfill the entire scope.

2. Optional Pre-Proposal Meeting

An Optional Pre-Proposal Video Conference Meeting through Microsoft Teams will be held on **March 15, 2022, at 12:00 p.m.** Please click on the link on the cover page, or call +1 720-400-7859 Conference ID: 786 511 538#.

3. Written Inquiries

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **March 21, 2022.** A response from the county to all inquiries will be posted and sent via email no later than **March 24, 2022.**

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 30, 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 # 7320-22** 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.

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

1 Hessie Shuttle Service

- 1.1 Overview
- 1.2 Vehicles
 - 1.2.1 Vehicle Specifications
 - 1.2.2 Vehicle Maintenance
 - 1.2.3 Operations and Maintenance Facility
- 1.3 Operations
 - 1.3.1 Dispatching
 - 1.3.2 Route and Stops
 - 1.3.3 Schedule and Service Levels
 - 1.3.4 Fares
 - 1.3.5 Animals
 - 1.3.6 Replacement Vehicle Deployment
- 1.4 Data Collection and Reporting
 - 1.4.1 Logs
 - 1.4.2 Trip Sheets
 - 1.4.3 Monthly Reports
- 1.5 Personnel
- 1.6 Safety Program
 - 1.6.1 Drug Free Workplace Policy
 - 1.6.2 Drug and Alcohol Testing Program
- 1.7 Invoices

2 Traffic Management & Support Staff

- 2.1 Overview
- 2.2 Traffic Checkpoint
 - 2.2.1 Traffic Checkpoint Data Reporting
- 2.3 Trailhead/ Shuttle Ambassador
 - 2.3.1 Trailhead Data Reporting
- 2.4 Park-n-Ride/ Shuttle Ambassador

3 Timed Entry Permit System

3.1 Overview

3.2 Website and Customer Interface

3.3 Provision of Equipment Necessary for Field Operations

3.4 Data Collection and Reporting

3.5 Performance and Management of the TEPS

1 Hessie Shuttle Service

1.1 Overview

The County seeks the services of qualified firms to provide a turn-key shuttle service for the Hessie Shuttle route. The Contractor shall provide safe, professional, and reliable transit services, and shall be responsible for

- Provision and maintenance of a fleet of Contractor-owned or leased vehicles in sufficient numbers for the operation of the Shuttle as described herein, including all operational and non-revenue vehicles necessary for operations and maintenance support
- Providing, training and overseeing an appropriate workforce necessary for operation of the Shuttle, including drivers, dispatch, maintenance, and other support staff necessary for the successful operation of the Shuttle
- Scheduling, operations, and oversight of the Shuttle
- Compiling financial and non-financial records related to the performance of the Shuttle
- Securing all applicable State and Local business licenses prior to the start of the Shuttle service
- knowledge of Federal, State and Local rules and regulations and the ability to perform the required reporting and accounting function to ensure the County compliance with these rules and regulations including but not limited to the provisions of the Americans with Disabilities Act
- In consultation with the County, developing and proposing methods to improve effectiveness and maximize service efficiency of the Shuttle
- All other equipment, staff, and services required for the operation and management of the Shuttle unless specifically identified to be contributed by County in this RFP

The County will

- Secure access to shuttle park-n-ride locations at Nederland High School and the Nederland RTD Park-n-Ride
- Provide all signage (both permanent and temporary) related to shuttle parking and the shuttle stops
- Provide portable toilets at both the Nederland High School and the Hessie Trailhead
- In partnership with the Town of Nederland, City of Boulder, and the Regional Transit District, provide all law enforcement services in the project area, including traffic and parking enforcement

1.2 Vehicles

1.2.1 Vehicle Specifications

The following specifications shall apply to vehicles utilized in operation of The Shuttle

- Maintenance: All vehicles and vehicle equipment required by this RFP shall be maintained by the Contractor in good repair, free of any major defects and flaws, 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.
- Capacity: Minimum 14 seated passengers without wheelchair securement locations in use or 12 seated passengers with wheelchair securement locations in use. The County

prefers the maximum vehicle capacity that is possible given the space constraints of the vehicle turn around location which is at the intersection of CR 130 (Eldora Rd) and CR 111 (4th of July Rd). If contractors have a variety of vehicle options, contractors are encouraged to provide several options.

- Length: 30 feet maximum, unless Contractor has determined that a larger vehicle can safely and efficiently turn around at the turn around location.
- Emissions: Must provide proof of current emission standards tests.
- Heat/Air: Working heating and air conditioning units
- Wheelchair Lift/ Ramp: Fully operable wheelchair lift or ramp, with a minimum design load of 600 pounds and a lift/ramp platform capable of accommodating a wheelchair measuring 30 inches by 48 inches, per No. 49 CFR Part 38 of the Americans with Disabilities Act as Amended (ADA-A)
- Wheelchair Securement Locations: A two-part securement system, one to secure the wheelchair, and a seat belt and shoulder harness for the wheelchair user per Section 38.23(d) of the ADA-A
- Number of Wheelchair Securement Locations: Vehicles over 22 feet in length shall 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, per Section 38.23(a) of the ADA-A
- Priority Seating: The first row or section of forward facing seats shall be signed and designated as being priority seating for seniors and persons with disabilities
- Advertising: 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 Contractor are acceptable. The terms and conditions of any approved advertising shall be subject to County approval, with all County decisions being final.
- Communications: All vehicles used in the operation of The Shuttle shall be equipped with a two-way communications system between the dispatcher and vehicle

The following specifications are optional, and will not influence the County's Contractor selection:

- Bike Racks: External rack with capacity to hold at least two bicycles. If bike racks are provided, passengers shall be responsible for loading, unloading and securing their own bicycles.

Bidders must include a detailed description of the Contractor vehicles to be utilized for The Shuttle including current condition, year, make, model, mileage, number of seats, max capacity and number of wheelchair securement locations. Bidders should use the Vehicle Identification Form included in the Submittal Section to provide the required information. Contractor vehicles must be available for inspection by County staff prior to contract award.

1.2.2 Vehicle Maintenance

Contractor shall be responsible for the maintenance of all vehicles, communication systems and other equipment required in connection with its operation of The Shuttle services. 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. Throughout the term of this contract, the Contractor shall, at all times and

at its sole expense, cause all components of each vehicle to be maintained in safe and proper working condition, free from damage or malfunction.

Any vehicle, which sustains damage or experiences failure impairing safe mechanical operation shall be removed from service immediately and shall not be reassigned until restored to safe operating condition. A vehicle removed from service permanently shall be replaced with a vehicle meeting original vehicle specifications.

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.

1.2.3 Operations and Maintenance Facility

The Contractor shall have an operations and maintenance facility sufficient to enable the Contractor to effectively manage and operate the Shuttle service. Contractor should identify and describe the proposed facility.

1.3 Operations

The Contractor Project Manager will provide oversight of shuttle operations and records and will report directly to and coordinate closely with the County.

The Project Manager or designee shall be available by email, telephone or in person during all hours of the operational day to make decisions or provide coordination as necessary at the request of the County.

Contractor shall describe the entire local project team and years of experience to be used to provide the Shuttle services required in this RFP. After submission of the RFP, Project Manager must be available to answer questions from the County regarding their experience and capabilities pursuant to the services requested in this RFP.

1.3.1 Dispatching

Contractor shall be responsible for maintaining radio control of all vehicles in-service and for maintaining the daily dispatch log. Each vehicle shall have a two-way radio or other communication device. Once the vehicle leaves the Contractor's operating facility, the operator shall communicate with the Contractor's project manager or designated representative for all service related communication.

Contractor shall provide phone number to facilitate immediate communication between Contractor Project Manager and the County.

1.3.2 Route and Stops

The western terminus of the shuttle route will be the turn around location, located at the junction of CR 130 (Eldora Rd) and CR 111 (4th of July Rd) (approx. 39.95157062265977, -105.59484669171036) where the County will place several portable toilets. Roadway space at this turnaround location is tight and and shuttle vehicles may need to make a multi-point turn to turn around here. The ability to turn around at this trailhead is the limiting factor on the length of vehicles a Contractor will be able to use to operate the Shuttle route.

Weekends and holidays the eastern terminus will be the Nederland High School (597 CR 130, Nederland, CO 80466) for the entire season. Weekdays the eastern terminus will be the Nederland High School until early August of each year (exact date to be provided by Boulder County), after which the weekday eastern terminus will move to the Nederland RTD Park-n-Ride (300 S Jackson St, Nederland, CO 80466).



Portions of the route, particularly west of the townsite of Eldora, for the Shuttle are rough, washboard dirt roads that can in some cases be pitted and potholed. The roadway can be narrow in these portions. Boulder County Road Maintenance staff regularly grades the road, but rough conditions are likely to persist on the route. Bidders are highly recommended to further inspect the route of The Shuttle and conditions along it prior to submitting a service proposal.

1.3.3 Schedule and Service Levels

Rather than adhering to a published schedule, County strongly suggests Contractor employ a hybrid “bump and run”/ headway based operation, with westbound shuttles waiting at the end of pavement until the previous shuttle has passed this location eastbound. Contractor shall make every attempt to keep vehicles evenly spaced and provide the shortest headways practicable throughout each day of service. In general, Contractor shall make every effort possible to avoid having shuttles pass each other on the unpaved portion as CR 130 (west of the townsite of Eldora), as there is generally insufficient space.

Service shall be operated on the following basis, unless otherwise agreed upon by the County:

The first day of shuttle service in 2022 shall be the Friday before Memorial Day (Friday, May 27, 2022). The last day of shuttle service in 2022 shall be Sunday, Oct 9. The shuttle will operate 7 days per week between the first and last days of service.

Shuttle service Mon-Thurs shall operate between Nederland High School and the turn around location, until early August, when the eastern terminus will change to the Nederland RTD Park-n-Ride. Mon-Thurs service shall be from 6am-6pm, with one vehicle providing service between 6am and 6pm, and the County may elect to have a second vehicle supplement service from 8am to 4pm.

Shuttle service on Fridays shall operate between Nederland High School and the turn around location, until early August, when the eastern terminus will change to the Nederland RTD Park-n-Ride. Friday service shall be from 6am-6pm, with one vehicle providing service between 6am and 6pm, and a second vehicle supplementing service from 8am to 4pm.

Shuttle service on Saturdays shall operate between Nederland High School and the turn around location for the entire shuttle season. Service shall be from 6am to 8pm until Labor Day, and 6am to 6pm thereafter. Two vehicles shall provide service between 6am and 8pm (or until 6pm after Labor Day). A third vehicle shall supplement service from 7am to 5pm, and a fourth vehicle shall supplement service from 8am to 3pm. When more than two vehicles are in service, Contractor shall operate the route with tandem two-bus "convoys," such that there are a maximum of two convoys operating on the route at a time.

Shuttle service on Sundays and Holidays shall operate between Nederland High School and the turn around location for the entire shuttle season. Service shall be from 6am to 6pm. Two vehicles shall provide service between 6am and 6pm. A third vehicle shall supplement service from 7am to 4pm. When more than two vehicles are in service, Contractor shall operate the route with tandem two-bus "convoys," such that there are a maximum of two convoys operating on the route at a time. When a Holiday is not the last day of the weekend, Shuttle service shall be extended to 8pm.

Boulder County reserves the right to modify the schedule as described above, including foregoing entire days of shuttle service, but will commit to a minimum 6 hour block for each individual vehicle required to fulfill the schedule.

1.3.4 Fares

There shall be no fare collected on this service, nor passes of any kind required. Contractor may provide a "tip jar" on board, but Contractor staff may not actively solicit tips or gratuities from passengers.

1.3.5 Animals

Service Animals may never be denied boarding unless they are not under the control of their owners and posing a risk to Contractor staff or other riders.

Leashed dogs and emotional support animals shall be allowed on the vehicles; however drivers may deny dogs and their guardians boarding at their discretion due to inappropriate behavior.

1.3.6 Replacement Vehicle Deployment

In the event of a vehicle failure, Contractor shall deploy a vehicle within three hours to replace the failed vehicle. The back-up vehicle shall meet the same specifications as those of the primary vehicles.

The time that a vehicle is out of service shall not count as an in-service or revenue hour or be charged to the County on the monthly invoice.

1.4 Data Collection and Reporting

Contractor shall maintain all books, records, documents, accounting ledgers, and similar materials relating to work performed for The County pursuant to this RFP on computer and/or hardcopy file for at least three (3) years following the date of final payment to Contractor by County. All project records prepared by the Contractor shall be owned by The County and shall be made available to the County at no charge.

1.4.1 Logs

Logs shall be compiled daily; and cover each vehicle operator, vehicle number and vehicle shift. The log shall include odometer readings, total hours, revenue hours, or billing hours, total miles, first pick-up, and last drop off for each shift, and indicating times of any service interruptions, collisions or incidents.

1.4.2 Trip Sheets

These reports are to be retained by the Contractor to be used in compiling the monthly reports. From time to time, the County may request copies. Bidders should provide a sample vehicle trip sheet in their proposal. The Contractor shall record, the following information for each trip on a trip sheet:

- Number of revenue (in service) miles
- Number of revenue (in service) hours
- Boardings and alightings at each stop, and any instances where passengers were unable to be picked up at a stop due to overcrowding
- Wheelchair boardings and alightings at each stop, 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 (if applicable), including any instances where passengers with a bicycle were not picked up at a stop due to the bike rack being full

1.4.3 Monthly Reports

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

- Total number of boardings for the month
- Number of boardings for each day of Shuttle service
- Total number of trips
- Number of trips in each direction for each day of Shuttle Service
- Total number of days of operation

- Average number of daily boardings per hour per direction, broken out for Mon-Thurs, Fri, Sat and Sun/Holidays
- Average maximum passenger load per hour per direction, broken out for Mon-Thurs, Fri, Sat and Sun/Holidays
- Average number of daily boardings and alightings per stop per direction, broken out for Mon-Thurs, Fri, Sat and Sun/Holidays
- 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 (if applicable), 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.

1.5 Personnel

The Contractor shall be solely responsible for the satisfactory work performance of all employees and for meeting any reasonable performance standards describe in the RFP or established by the County. The Contractor shall be solely responsible for payment of all its employees' and/or sub-Contractor's wages and benefits, in accordance with the payment schedules established for this project. Contractors' personnel wages and work hours shall be in accord 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.

Contractor shall prepare and have available to all vehicle operators, dispatchers, telephone operators, and supervisors a Vehicle Operator's Manual. Contents of the Vehicle Operator's Manual shall include the following subject areas: vehicle operator's rules; collision/incident policy and reporting procedures; radio policies and procedures; vehicle inspection, care and maintenance policy and procedures, reporting procedure, and pertinent sample forms.

Contractor drivers shall be trained in customer relation skills, collision/incident procedures, operation of the wheelchair lift/ramp and securement of passengers using wheelchairs and shall have a detailed knowledge of applicable procedures and professional techniques.

Vehicle operators shall work on a schedule that will ensure a consistent and overall high quality of service. Bidders shall indicate their hiring standards in their proposal.

Operators should present a professional appearance at all times. All customer requests and complaints received by the Contractor shall be documented and kept in their file archives. Contractor shall fully investigate all requests and complaints and report any complaints immediately to the County. Contractor shall provide the results of any investigation to the County.

1.6 Safety Program

Contractor shall assume full responsibility for assuring that the safety of all passengers and Contractor operations personnel while operating the Shuttle, and the vehicles and equipment are maintained at the highest possible level. Contractor shall comply with all Colorado Highway Patrol, ADA, and OSHA requirements.

The Contractor shall provide prompt (next business day) notification to the County of any incidents or collisions involving the Shuttle.

1.6.1 Drug Free Workplace Policy

Contractor is required to have an approved written drug free workplace policy that is distributed to all employees, and at a minimum states:

- The unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace is prohibited
- Employees must abide by the terms of the policy statement as a condition of employment
- If convicted of a drug statute violation that occurred in the workplace, employees are to report it to their employer in writing no later than five calendar days after such a conviction

Contractor is required to have an ongoing drug free awareness program, which includes information about:

- the dangers of drug abuse in the workplace
- the Contractor's policy of maintaining a drug-free workplace
- available drug counseling, rehabilitation, and employee assistance programs
- the penalties that may be imposed on employees for drug abuse violations

Contractor is required to report all criminal convictions for a Federal or State drug statute violation of employees involved in any capacity in providing the Shuttle service to Boulder County within three calendar days.

Within 30 calendar days of learning about an employee's conviction, Contractor shall either:

- Take appropriate personnel action against the employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended; or
- Require the employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State or local health, law enforcement, or other appropriate agency.

1.6.2 Drug and Alcohol Testing Program

This section shall apply only to Safety Sensitive Positions. 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 the items above.

The Contractor shall establish and implement a drug and alcohol testing program and ensure that all 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 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.

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.

Contractor shall permit any authorized representative of the U.S. Department of Transportation or its operating administrations, the State of Colorado, the Colorado State Patrol, or Boulder County to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R. Part 655 and review the testing process.

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 certify compliance before December 31st of every year and 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.

1.7 Invoices

The Project Manager shall submit a monthly invoice to the County for the services rendered during the reporting period. All invoices and related records will be available for inspection and /or independent audit at the election of County.

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.

2 Traffic Management & Support Staff

2.1 Overview

In addition to the Shuttle drivers, several additional traffic management and support staff are necessary for the successful management of the project area and operation of the shuttle. In total there will be three additional staff members that will be needed during most periods of Shuttle operations. This section will detail the duties and times of those positions.

2.2 Traffic Checkpoint

One of the additional three staff members shall be responsible for operating a traffic checkpoint on CR 130 (set up at the west end of the Nederland High School property) for the purposes of regulating private vehicle traffic west of this point on CR 130. The purpose of the traffic checkpoint on CR 130 is to regulate the flow of private vehicle traffic west of this point and prevent traffic congestion and gridlock in the townsite of Eldora, on the unpaved portion of CR 130, and at the 4th of July Trailhead at the west end of CR 111. Traffic congestion impedes emergency vehicle access and shuttle operations, leads to resource damage, and degrades the visitor experience.

For the traffic checkpoint, Boulder County will provide:

- Type III barricade or other barricade(s)
- Traffic cones and/or other temporary traffic control devices and signage needed
- Radios for use by the Contractor

Boulder County may in the future construct a booth or structure at this location to assist in implementation of the checkpoint, but this will not be in place for 2022.



Approximate location of the traffic checkpoint on CR 130



Picture of the traffic checkpoint as implemented in 2021

For the traffic checkpoint, the Contractor shall:

- Provide a staff person to staff the checkpoint, who shall wear a reflective vest or shirt
- Admit private vehicles past the checkpoint that either:
 - Have a valid timed entry permit for the current date and time
 - Have a valid Eldora/ 4th of July residential permit displayed. Examples of these permits will be provided to the contractor before the first day of service.
- Advise all other vehicles that parking at the trailheads is full and direct them to either turn around in the Nederland High School parking lot or park in the high school lot or on CR 130 and catch the Shuttle to the Hessie Trailhead.

- Track the number of vehicles admitted past, and denied entry past the checkpoint in hourly bins per day
 - For vehicles admitted past, track their stated destination in hourly bins for: Hessie TH, 4th of July TH, Eldora/4th of July resident, or Other

To implement the TEPS described in Section 3 of these Specifications, the Traffic Checkpoint staff shall have the following responsibilities pursuant to the admission of vehicles possessing a valid permit past the checkpoint:

- Inspect and verify that each vehicle is in possession of a valid permit. One permit grants access for one vehicle.
- Provide a printed copy of a permit to be displayed on the vehicle’s dashboard to each driver of a vehicle who produces an electronic receipt or proof of purchase of a valid permit. This will alleviate the need for the majority of visitors to print their permit at home. Visitors arriving outside of the traffic checkpoint hours will need to print their own permits at home.

Contractor providing the TEPS as detailed in Section 3 of these Specifications shall be responsible for providing all equipment, materials, and training necessary for successful implementation of the TEPS in the field by the traffic checkpoint staff.

No timed entry permit shall be required for persons accessing CR 130, the Hessie Trailhead or 4th of July Trailhead via foot, bicycle, horse, shuttle, scooter, moped or motorcycle.

The traffic checkpoint staff should never try to physically impede uncooperative drivers who disregard their instructions; any such incidents should be reported to Boulder County law enforcement.

The traffic checkpoint staff will be advised of parking availability at Hessie and 4th of July via radio by a City of Boulder Open Space & Mountain Parks Ranger at the 4th of July Trailhead, and/or contractor staff at the Hessie Trailhead (described in Section 2.3 of these Specifications).

Contractor shall provide this staff person from 6am to 6pm for each day of the season, or as otherwise directed by the County. Boulder County reserves the right to modify the hours or days that this position is required to be staffed, but will commit to a minimum 6 hour shift for any days Boulder County requires this position to be staffed.

2.2.1 Traffic Checkpoint Data Reporting

Contractor shall provide a monthly report that contains the following information:

- Spreadsheet showing for each date the traffic checkpoint has been in place, in hourly bins:
 - number of vehicles turned away at the checkpoint
 - number of vehicles admitted past the checkpoint headed to Hessie TH
 - number of vehicles admitted past the checkpoint headed to 4th of July TH
 - number of vehicles admitted past the checkpoint displaying Eldora/4th of July resident permits
 - number of private vehicles that passed the checkpoint for which a destination was unavailable (“Other”)

2.3 Trailhead/ Shuttle Ambassador

The second of the three additional staff members will serve as a customer ambassador at the Shuttle turn around location. Duties for this position include:

- Advising the traffic checkpoint staff, via radio, of parking availability at the Hessie Trailhead
- Conducting hourly parking counts for the Hessie Trailhead parking
- Answering any questions from the public about the Shuttle or recreating in the Hessie area
- Restocking the portable toilets with toilet paper

Contractor shall provide this staff person from 6am to 6pm each Saturday, Sunday, and holiday when the Shuttle is operating, or as otherwise directed by the County. Boulder County reserves the right to modify the hours or days that this position is required to be staffed, but will commit to a minimum 6 hour shift for any days Boulder County requires this position to be staffed.

2.3.1 Trailhead Data Reporting

When the trailhead/ shuttle ambassador position is staffed, Contractor shall conduct hourly counts of the number of cars parked at the Hessie Trailhead.

Contractor shall provide a monthly report that contains the following information:

- Spreadsheet showing for each date counts were completed, in hourly bins:
 - Number of vehicles parked at the Hessie Trailhead

2.4 Park-n-Ride/ Shuttle Ambassador

The third of the three additional staff members will serve as a customer ambassador at the Nederland High School parking lot. Duties for this position include:

- Directing drivers to empty spaces in the front and rear parking lots of the high school
- Advising the traffic checkpoint staff person of parking availability at the high school
- Greeting people waiting in line for the shuttle, answering any questions about the Shuttle or recreating in the Hessie area
- Organizing people in line for the shuttle into groups for to expedite the boarding process
- Relaying relevant information to/from shuttle drivers
- Messaging any COVID-19 policies or other County policies in effect
- Distribution of face masks if facial covering requirement for riding the Shuttle is still in effect. Contractor shall provide up to 100 masks or facial coverings; any additional required will be provided by the County or reimbursed by the County at cost.

Contractor shall provide this staff person from 7am to 2pm each Saturday, Sunday, and holiday when the Shuttle is operating, or as otherwise directed by the County. Boulder County reserves the right to modify the hours or days that this position is required to be staffed, but will commit to a minimum 6 hour shift for any days Boulder County requires this position to be staffed.

3 Timed Entry Permit System

3.1: Overview

Contractor will implement a TEPS to regulate private motor vehicle parking at the Hessie Trailhead (parking along CR 130) and at the 4th of July Trailhead (parking in the trailhead parking lot and along CR 111) between 6am and 6pm each day, 7 days per week, from the Friday preceding Memorial Day Weekend through the second full weekend of October of each year, unless otherwise directed by Boulder County.

During these hours, vehicles parked at either the Hessie zone or 4th of July zones shall be required to display a valid permit on the vehicle dashboard. Exact boundaries of these two parking zones will be provided by Boulder County. The goal of the TEPS is to ensure that parking occupancy within the two parking zones does not exceed 80% for the date and times that TEPS is in place. Visitors arriving prior to 6am will not be able to “beat the system,” as any vehicle parked in either zone between 6am and 6pm is required to display a valid permit. Visitors arriving via vehicle after 6pm and departing prior to 6am would not need a permit.

Contractor shall sell timed entry permits in 2 hour entry windows for each date of the season for the following time slots:

- early bird access (pre 6am)
- 6-8am
- 8-10am
- 10am-noon
- noon-2pm
- 2-4pm
- 4-6pm

Contractor shall sell timed entry permits for two parking zones: “Hessie”, and “4th of July”. Permits will not be valid for entry or re-entry outside of the 2 hour window on the date of the permit.

Based on the parking capacity of the two zones, and 2021 parking surveys, Boulder County estimates, but cannot guarantee, that 15,000 to 25,000 permits may be sold each season.

3.2: Website and Customer Interface

Contractor shall maintain a designated website where the public can purchase timed entry permits.

Required features for the website:

- The website shall include a calendar of all dates for which timed entry permits are required. The calendar interface shall clearly indicate when a date’s permits have all been sold and are no longer available (through a change in color, font, or other appearance for that date).

- Timed entry permits can be securely purchased via credit or debit card
- Be able to charge different amounts for the two parking zones and for different days of the week, in amounts determined by Boulder County
- Be able to automatically release pre-determined percentages of permits in three “waves”: for the entire season, for two weeks to one month in advance at a time, and 1 or 2 days in advance. Exact quantities of permits to be released will be determined by County at later date in consultation with selected Contractor.
- Be able to issue refunds to customers.
- Provide customers a receipt/ proof of purchase that can be both printed and displayed on a phone.
 - Receipt/ proof of purpose shall clearly articulate what the purchased permit provides access to (parking zone, date and time entry window), and shall be “mobile friendly” to facilitate easy inspection by traffic checkpoint staff.
 - Printable receipts shall include both a page or portion of a page with all information related to the permit (zone, date, entry time window), and a page or portion of a page with logo or emblem (to be determined by Boulder County) and an anonymized code for the parking zone, date and time that can be printed and displayed on the vehicle dashboard. The purpose of the code is so that prospective car prowlers could not easily discern how long a vehicle has been parked by looking at a permit, but law enforcement who have been provided the “key” could quickly verify the permit information and that the permit is valid.
 - Sample code for permits to be displayed on dash: S-3-2-A or U-5-6-F, where:
 - S=Hessie zone; U= 4th of July zone
 - 3 is third week of the Shuttle season; 5 is fifth week of the Shuttle season
 - 2 is second day of week (Tuesday); 6 is sixth day (Saturday)
 - A is the first entry period of the day (pre-6am); F is the sixth entry period of the day (2-4pm)
 - Contractor is encouraged to propose alternate systems for display of valid permits while still deterring car prowling.
 - The receipt to be displayed on a mobile device should be easily read or scanned by the traffic checkpoint staff. Contractor shall provide a system to prevent fraudulent permits, which could include a QR code on the mobile receipt that is scanned by the traffic checkpoint staff, or another system that makes counterfeit permits more difficult to pass off to traffic checkpoint staff.
 - Receipts for mobile display should remind customers to take a screenshot of their permit, as cell phone service at the Nederland High School is limited.

Preferred features:

- The calendar interface displays how many permits are available for each day and each time slot, in a format that permits this information to be viewable for many days at once. Sample of this interface is provided below:

Mon	Tues	Wed	Thurs	Fri	Sat	Sun
30	31	1	2	3	4	5
6	7	8	9	10	11	12

Optional features:

- Customers may be required to make an account in order to purchase a permit. If this is a feature of the Contractor’s user interface, the process to make an account (information required to be entered) should be detailed and/or screenshots provided.

All revenue generated from permit sales is the property of Boulder County, and shall be credited on a monthly basis on the Contractor’s overall invoice to the County. In the event that permit revenue exceeds the Contractor’s invoice amount, Contractor shall issue Boulder County a check for permit revenue less the invoiced services.

Contractor shall provide some means of answering questions about the TEPS. This could take the form of a call center, a customer service email address, or other means proposed by the Contractor.

Contractors shall clearly describe their proposed website and customer interface in their proposal, which could include a link to a mock up, sample website, or reservation system Contractor has built for another project, or screenshots or other means of demonstrating the proposed system.

3.3: Provision of Equipment Necessary for Field Operations

Providing the staff person who will staff the Nederland High School traffic checkpoint and inspect and verify valid permits is within the scope of Section 2.2 of these Specifications, but the Contractor providing the services detailed in Section 3 of these Specifications is responsible for providing all equipment and materials necessary for implementation of the TEPS in the field.

The traffic checkpoint staff will inspect and verify visitors’ permits are valid, and provide them with a printed copy. Contractor providing the TEPS shall provide a system that can verify that a receipt or proof of purchase presented by a visitor is valid, and deter the use of fraudulent timed entry permits (this could involve a QR code/ scanner, or other system proposed by the Contractor). Whatever system is employed should be able to work with limited to no cell service. If the Contractor’s system requires ending permit sales at a certain time (to allow permit sales to download to portable units the night before or morning of), Contractor should specify any limitations or requirements in their proposal.

Contractor providing the TEPS shall provide all equipment, including scanners, readers or handheld units that will be necessary for the inspection and verification of valid permits.

Contractor shall also provide all printers, paper or other equipment and materials needed in order to provide visitors a printed copy of their permit during hours that the traffic checkpoint is in place. Contractor providing the TEPS shall provide instructions and training on the use of all equipment and materials necessary for successful implementation in the field.

Visitors arriving outside of hours that the traffic checkpoint is staffed are required to print their permit at home. These visitors are required to display a valid permit on their vehicle dash if they will be parked in either the Hessie or 4th of July zones between 6am and 6pm, but enforcement of displayed permits shall be the responsibility of Boulder County, City of Boulder, or USFS.

3.4: Data Collection and Reporting

Contractor shall be required to keep records of:

- Each permit sold, and amount charged for each
- Each permit refunded, and amount refunded for each

Contractor shall provide summary reports of:

- Number of permits made available for sale for each parking zone for each time slot for each day of permit sales
- Number of permits sold per parking zone per time slot per day of permit sales

3.5 Performance and Management of the TEPS

The goal of the TEPS is to achieve at all times no more than 80% parking occupancy in the Hessie and 4th of July parking zones. Boulder County shall determine pricing of the permits in consultation with the selected Contractor. Contractor shall be responsible, with Boulder County's approval, for adjusting the number of permits made available for sale through the TEPS to align real world performance with the goal. To assist with this work, if a separate Contractor is providing the services described in Section 2.2 and/or 2.3 of these Specifications, Boulder County shall provide all collected parking occupancy and traffic checkpoint data collected to the Contractor providing the TEPS.

Contractor is strongly encouraged to err on the side of under-selling as opposed to over-selling, and to start conservatively with permit sales and increase the number of permits available for sale as real world performance data becomes available.

Contractor is encouraged to propose and employ other methods to improve the performance of the TEPS and attainment of the project goal.



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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.

To constitute a complete proposal, proposers may submit proposals and pricing that include one of the following options:

- A. All of Sections 1, 2 and 3 in this Submittal Section
- B. All of Section 1, and any portion of Section 2 ranging from and including none of Section 2 to all of Section 2 in this Submittal Section
- C. All of Section 3, and any portion of Section 2 ranging from and including none of Section 2 to all of Section 2 in this Submittal Section

Proposers should indicate which of the above options they are submitting a proposal for.

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 and approach
	Location and description of Operations & Maintenance Facility (Required only if proposing on Section 1)
	Copy of Drug Free Workplace Policy (Required only if proposing on Section 1)
	Description of Drug & Alcohol Testing Program (Required only if proposing on Section 1)
	Vehicle Identification Form for each vehicle to be used, including spares (Required only if proposing on Section 1)
	Sample trip sheets, logs, and monthly reports for Shuttle data reporting (Required only if proposing on Section 1)
	Cost proposal, including: completed 5 Year Pricing Table, fuel escalator (if applicable) and vehicle wrapping price
	Description of preventative maintenance program (Required only if proposing on Section 1)
	Summary of staff training program(s)
	Description of proposed TEPS, including screenshots/sample website and customer interface, and permit verification method to be used at Nederland HS. (Required only if proposing on Section 3)
	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.
	Insurance Certificate
	W-9
	Sustainability Questionnaire
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)

Cost Proposal:

5 Year Pricing Table:

		2022	2023	2024	2025	2026
Section 1: Hessie Shuttle Service	1a. Hessie Shuttle Revenue-Hour Hourly Rate					
Section 2: Traffic Management & Support Staff	2a. Traffic Checkpoint Staff Hourly Rate					
	2b. Trailhead/ Shuttle Ambassador Hourly Rate					
	2c. Park-n-Ride/ Shuttle Ambassador Hourly Rate					
Section 3: Timed Entry Permit System	3a. Lump Sum Price to Build Out Reservation System		N/A	N/A	N/A	N/A
	3b. Fee per Permit Sold					

Instructions for completing the 5 Year Pricing Table:

This contract will be for one year of service in 2022. Four (4) additional, one year options for additional service should also be included in contractor proposals. Proposals and pricing should be adjusted to cover such option(s). The option quantities or periods contained in the proposer’s proposal shall be evaluated in order to determine the Contract award. Award of a Contract containing options shall not obligate Boulder County to exercise such option(s).

1a. Hessie Shuttle Revenue-Hour Hourly Rate

The revenue hour (in-service) hourly rate for the provision of Hessie Shuttle services shall be all-inclusive* and “fully loaded”, covering fuel, staff wages, vehicles, vehicles maintenance costs, and all other costs related to provision of service. Boulder County will not pay for deadheading to/from the start of the route, vehicle downtime or other costs* outside of the single hourly rate proposed by the Contractor. Monthly invoice amounts for Shuttle service shall be calculated by multiplying this hourly rate by the number of revenue (in service) hours provided.

2a. Traffic Checkpoint Staff Hourly Rate

The Traffic Checkpoint Staff Hourly Rate for the staff person at the Nederland High School traffic checkpoint shall be an all-inclusive and “fully loaded” rate covering staff and equipment excluding equipment to be provided by Boulder County as detailed in this RFP or equipment to be provided under Section 3 of this RFP. The hourly rate will only be paid for time staffing the checkpoint; any commute time or mobilization time for this position should be built into the hourly rate and will not be paid separately. The hourly rate shall be inclusive of all requirements detailed in Section 2.2 of the Specifications of this RFP.

2b. Trailhead/ Shuttle Ambassador Hourly Rate

The Trailhead/ Shuttle Ambassador Hourly Rate for the staff person at the Hessie Trailhead/ Shuttle turnaround location shall be an all-inclusive and “fully loaded” rate covering staff and equipment excluding

equipment to be provided by Boulder County as detailed in this RFP. The hourly rate will only be paid for time staffing the position at the trailhead; any commute time or mobilization time for this position should be built into the hourly rate and will not be paid separately. The hourly rate shall be inclusive of all requirements detailed in Section 2.3 of the Specifications of this RFP.

2c. Park-n-Ride/ Shuttle Ambassador Hourly Rate

The Park-n-Ride / Shuttle Ambassador Hourly Rate for the staff person at the Park-n-Ride location shall be an all-inclusive and “fully loaded” rate covering staff and equipment excluding equipment to be provided by Boulder County as detailed in this RFP. The hourly rate will only be paid for time staffing the position at the Park-n-Ride; any commute time or mobilization time for this position should be built into the hourly rate and will not be paid separately.

3a. Lump Sum Price to Build Out Reservation System

The Lump Sum Price to Build Out the Contractor’s TEPS shall cover the Contractor’s one-time costs to develop and build out the Contractor’s TEPS.

3b. Fee per Permit Sold

To cover ongoing maintenance of the Contractor’s TEPS, Contractor may charge Boulder County a fee for every permit sold. Any permits sold and later refunded will only count as one permit sold for the calculation of the fee to be charged to Boulder County.

Between 3a and 3b, the Contractor’s cost proposal should be inclusive of all requirements detailed in Section 3 of the Specifications of this RFP and any and all equipment and materials which will be necessary for the operation of the traffic checkpoint and implementation of the TEPS in the field, including but not limited to scanners, readers or handheld units, and paper and printing supplies.

***Fuel Escalator:**

The fuel escalator is the one exception to the all-inclusive hourly rate for 1a. HESSIE Shuttle Revenue-Hour Hourly Rate. If the contractor wishes to propose a mechanism by which the rate proposed in 1a. would fluctuate according to varying fuel prices, please describe here:

Price to Wrap Vehicles:

If the Contractor wishes to propose a cost per vehicle to wrap or brand the vehicles, please describe here. This proposed price, or its absence, will not play a role in the County’s selection of a Contractor.

Vehicle Identification Form

All bidders shall complete the following table for each vehicle the bidder proposes to use in this project. Bidders must submit photographs of each vehicle’s exterior and interior.

	<u>Information</u>
Vehicle Number/ ID	
Vehicle used as primary or back-up?	
Vehicle type (cutaway, city bus, van, etc.)	
Vehicle make/ model	
Year of manufacture/ model year	
Engine/ transmission type	
Passenger seating capacity (with and without wheelchair securement locations in use)	
Vehicle length (bumper to bumper) excluding bike rack if applicable	
Vehicle width (excluding mirrors)	
Vehicle height	
Number of wheelchair securement locations	
Wheelchair/ lift equipment (type, model, manufacturer, securement method, capacity)	
Total accumulated vehicle miles	
Miles since last overhaul	
Tire condition (New, used-good, fair, poor, etc.)	
Bike rack model, capacity on vehicle (optional)	



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EVALUATION CRITERIA

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

- Experience on similar projects and proposed approach
- Cost
- Vehicle fleet appropriateness, condition and location

The County reserves the right to act as sole judge of the content of the proposals submitted for evaluation and selection, and reserves the right to reject all proposals, waive any irregularity in any of the proposals, or cancel or delay the project at any time.

This RFP has been structured to provide specific requirements, which function as a standardized framework for evaluation of prospective Contractor's qualifications. Proposal instructions, conditions, and content are outlined in the Specifications of this RFP. The Evaluation Team will grade and rank responsive proposals in accordance with the following evaluation criteria:

1. Experience on similar projects and proposed approach- 40% of total

This includes, as applicable to the scope of services included in the proposal, experience successfully operating frequent headway-based fixed route transit services on rough narrow roads similar to this service, including with dispatching and scheduling as defined in the RFP, and experience implementing a reservation/booking system for customers. Emphasis will be placed on the Project Team, and in particular, the Project Manager, understanding of project requirements and goals, adequacy of training programs, ability to adequately staff the project and demonstrated safety record. This section also includes experience with accounting, invoicing and providing monthly reporting, and references.

2. Cost- 40% of total

Contractor's proposed pricing.

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

This includes the appropriateness and condition of the primary and backup vehicles proposed to be use for the Shuttle service, and the proximity of bus maintenance & operations facility/facilities and Contractor’s 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 and Proposed Approach	40
Cost	40
Vehicle fleet appropriateness, condition, and location	20*
Total Possible	100

*If the proposer is not including a proposal for Section 1 in their proposal, the 20 points possible for this evaluation criteria shall be evenly allocated to the other two criteria for the purposes of scoring the proposal.



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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
- We are developing a Green Transportation Plan
- We offer flexible hours, telecommuting, or a compressed work week.
- We utilize teleconference, video conference, WebEx or GoTo Meetings (or other similar conferencing services).
- None
- Other – describe other ways your company promotes sustainable transportation. If applicable, use this space to describe your company's Green Transportation Plan (whether existing or in development).

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

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

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

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

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

- We have an established zero waste program.
- We utilize a facilities energy management system.
- We have adopted a climate action plan.
- We have a water conservation program.

- We have formed a sustainability committee to identify sustainable solutions for our company.
- We are a member of various sustainability organizations.
- We are recognized by peers and environmental organizations for providing leadership in Sustainability.
- None
- Other - what other programs do you have in place or planned for promoting resource Efficiency?

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

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

Provide Sustainability Policy Statement:

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

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

Provide reason, date and outcome of the citation:

10. If your business's bid/proposal involves the provision of a product, has an environmental life-cycle analysis of the product that you are proposing been conducted by a certified testing

organization, such as Green Seal, Energy Star, and Cradle to Cradle? Please check the item that applies.

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

Provide certification:



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

SIGNATURE PAGE

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

By signing below, I certify that:

I am authorized to bid on my company's behalf.

I am not currently an employee of Boulder County.

None of my employees or agents is currently an employee of Boulder County.

I am not related to any Boulder County employee or Elected Official.

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

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

Date

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

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:			