



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

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number: 7335-22

RFP Title: Master Interpretive Plans - Agricultural Heritage Center, James F. Assay Office Museum, Nederland Mining Museum

Mandatory Pre-Proposal Meeting: N/A

RFP Questions Due: April 13, 2022 – 2:00 p.m.

Submittal Due Date: **April 26, 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
- Proposal Section
- Sustainability Questionnaire
- Signature Page
- Attachment A: Museum Locations
- Attachment B: Museum Information
- Attachment C: Sample Contract



Boulder County Purchasing
1325 Pearl Street
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PROPOSAL INSTRUCTIONS

BACKGROUND:

The Boulder County Parks and Open Space Department (BCPOS) is soliciting proposals for two (2) Museum Master Interpretive Plans (MMIP): one (1) for the Agricultural Heritage Center (AHC) located at 8348 Ute Highway, Longmont, CO 80503 and the other for two (2) locations which, for the purposes of this request for Proposals, will be referred as the Mining Museums. They are the Nederland Mining Museum (NMM) located at 200 North Bridge Street, Nederland, CO 80466 and the James F. Bailey Assay Office Museum (AOM) located at 6352 Fourmile Canyon Drive, Boulder, CO 80302

These plans will update educational themes to better reflect a more inclusive human history. The selected Contractor will complete all aspects of the plans **by December 30, 2022**.

CONTRACT LANGUAGE:

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

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

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

PAYMENT FOR SERVICES:

The selected Contractor may invoice upon completion and BCPOS approval of the following Project milestones:

1. Data collection, site visits, and meetings to increase familiarity with AHC and the Mining Museums to be used in the development of the draft and then final outlines for each MMIP
2. Research, writing and submission of draft of MMIPs and updating the final MMIPs with BCPOS feedback
3. Submission of final MMIPs for approval by BCPOS. Leading orientation presentations of plans: one (1) for staff, one (1) for AHC volunteers, and one (1) for volunteers of the Mining Museums

Contractor shall submit, in writing, to Boulder County, a request for payment. Invoices shall be submitted on company letterhead and include, but not limited to, depending on the activity completed, designated project name, date(s), type of work performed. Additionally, all invoices should contain the current date, invoice number, amount due and current return address.

PRE-PROPOSAL MEETING:

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

ATTACHMENTS:

The following documents are part of this RFP:

1. Attachment A: Museum Locations
2. Attachment B: Museum Information
3. Attachment C: Sample Contract

WRITTEN INQUIRIES:

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **April 13, 2022**. A response from the county to all inquiries will be posted and sent via email no later than **April 19, 2022**.

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

SUBMITTAL INSTRUCTIONS:

RFPs are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on April 26, 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# 7335-22** 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 Proposals 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 Proposals, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

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

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

COVID-19 Vaccine Requirement for Certain Contractors of County

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

AMERICANS WITH DISABILITIES ACT (ADA):

If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.



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TERMS AND CONDITIONS

1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
2. Each proposer will furnish the information required in the Request for Proposals.
3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of proposals without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to ensure that the proposal arrives at the purchasing email address prior to the time indicated in the "Request for Proposals."
8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.
10. Confidential/Proprietary Information: Proposals submitted in response to this "Request for

Proposals” and any resulting contract are subject to the provisions of the Colorado Open Records Act, 24-72-201 et seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal or resulting contract will be clearly stated in the proposal and contract itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Proposals that do not properly identify confidential/proprietary information may be released in their entirety. Pricing totals contained in a proposal are not considered confidential.

The Boulder County Attorney’s Office retains sole authority for determining whether the Colorado Open Records Act requires or permits Boulder County to disclose proposal or bid documents, or any information contained therein, pursuant to an open records request.

11. Boulder County promotes the purchase/leasing of energy efficient materials and products with low toxicity levels when availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel’s website: <http://www.colorado.gov/dpa/>.



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SPECIFICATIONS

SPECIFICATIONS:

The two (2) MMIPs will update educational themes to better reflect a more inclusive human history of Boulder County using culturally relevant language, assess current signage, exhibits, and training materials, and provide short and long-term goals for future educational content and exhibits. BCPOS will retain sole ownership and ability of the final product.

The AHC, a historic homestead situated on 465 acres of agricultural open space, is located at 8348 Ute Highway, Longmont, CO 80503. The AHC shares Boulder County's history with visitors through guided tours, drop in visitation, and special events. More information may be found at www.bouldercountyopenspace.org/ahc.

The Mining Museums:

The NMM is located at 200 North Bridge Street, Nederland, CO 80466 and is a gallery style museum in downtown Nederland. It shares local hard rock mining history and equipment with visitors through drop in visitation, guided tours, and programs. For more information visit <https://www.bouldercounty.org/open-space/education/museums/nederland-mining-museum/>.

The AOM, a house museum in the neighborhood of Fourmile Canyon, is located at 6352 Fourmile Canyon Drive, Boulder, CO 80302. This museum shares the area's hard rock mining history as well as the site's history as a family home and business. More information may be found at <https://www.bouldercounty.org/open-space/education/museums/assay-office/>.

MMIPs for these sites should include but not be limited to:

1. Research and summaries about various ethnic group contributions to local history especially in areas of mining and agriculture. At minimum, the contributions of the following groups should be covered: African Americans, Asian Americans (particularly Chinese and Japanese), Latinx, Indigenous Peoples, Cornish, Swedish/Scandinavian (settlers of the Ryssby area).
2. Strengths, Weaknesses, Opportunities, and Threats (SWOT) style analysis of staffing sites (paid and volunteer), programs, and available resources.
3. Short- and long-range goals for AHC and the Mining Museums.

4. Updated tour outlines, exhibit and signage themes, and new programming ideas for each site.
5. Bibliography of research resources used by the Contractor.

BCPOS Responsibilities:

1. Provide the selected Contractor with all available information pertinent to the project including previous visitor surveys, volunteer handbooks, and other data and resources relative to the project.
2. Arrange for access to and make provisions for the selected Contractor to enter the sites as required to perform the required services.
3. Provide list of possible stakeholders (staff, volunteers, educators, etc.) that Contractor may contact to conduct research.
4. Designate a project coordinator to function as the principal liaison between BCPOS and the selected Contractor.
5. Review and provide written feedback on all submittals in accordance with project schedule.
6. Restroom and electricity are available at sites.

Contractor's Responsibilities:

1. Become familiar with the AHC, NMM, and AOM and background materials related to each site.
2. Develop two (2) outlines: one (1) for the AHC and one (1) for the mining museums (NMM and AOM).
3. Utilizing Microsoft Word, create the draft MMIP documents and final documents for the AHC and the mining museums (NMM and AOM). Drafts will be reviewed and updated resulting in two (2) final MMIPs which remain the sole property of BCPOS.
4. Following the acceptance of final MMIP documents the Contractor will provide orientations for County staff and volunteers.

DELIVERABLES:

Task 1: Data collection and site visits to increase familiarity with the AHC and the Mining Museums.

- | | |
|----------|--|
| Task 1.1 | Contractor will receive and review materials from BCPOS which will include visitor surveys, stakeholder contact information, volunteer handbooks, and promotional materials. |
| Task 1.2 | Contractor will conduct at least two (2) meetings with BCPOS to discuss information about the project including historic context, research, timelines and summaries, educational programming outlines and exhibit themes, and overall goals for the project. |
| Task 1.3 | Contractor will visit the AHC and the Mining Museums to view interpretive materials and exhibits. |

Task 2: Provide Outlines for MMIPs.

- Task 2.1 Following site visits and the two (2) initial meetings with BCPOS, the Contractor will provide the draft outlines as to elements to be included in the MMIPs.
 - Task 2.2 BCPOS will review and provide feedback on the draft outlines for MMIPs for the AHC and the Mining Museums within two (2) weeks.
 - Task 2.3 Contractor and BCPOS will meet at least once to discuss feedback on the draft outlines.
 - Task 2.4 Within two (2) weeks of the last meeting with BCPOS, Contractor will incorporate that feedback to provide final outlines for MMIP development.
- Task 3: Develop drafts of MMIPs for AHC and mining museums:
- Task 3.1 A bibliography of research resources used by the Contractor.
 - Task 3.2 Research and provide interpreted research about ethnic group contributions to local history especially in areas of mining and agriculture. The contributions of at least the following groups should be covered: African Americans, Asian Americans (particularly the Chinese, Japanese), Latinx, Indigenous Peoples, Cornish, Swedish/Scandinavian (settlers of the Ryssby area).
 - Task 3.3 SWOT style analysis of paid and volunteer staffing AHC & Mining Museum sites, programs, and available resources.
 - Task 3.4 Short- and long-range goals for AHC and the Mining Museums.
- Task 4: Review and approval process of final plans:
- Task 4.1 First review: Contractor will provide Draft of MMIPs for BCPOS to review and provide feedback within two (2) weeks.
 - Task 4.2 Second review: Contractor will update MMIPs for BCPOS review. BCPOS will review and provide feedback within two (2) weeks.
 - Task 4.3 Final review: Contractor submits final draft of MMIPs for BCPOS approval.
- Task 5: Present the MMIPs for the AHC and the Mining Museums
- Task 5.1 Contractor will lead a presentation for staff as an orientation to the MMIPs for the AHC and the Mining Museums. Presentation may include highlights from sample tours.
 - Task 5.2 Contractor will lead two (2) orientation presentations for volunteers. One (1) presentation will be for AHC volunteers and a separate presentation will be for the Mining Museums' volunteers. Presentations will include ample tours or educational programs to illustrate how staff and volunteers can put the MMIPs into action with visitors. Presentations may be held in person or virtually and will be recorded for those unable to attend and/or for future use.

PROJECT COMPLETION SCHEDULE:

The date of completion will be on or by **December 30, 2022.**

CONFLICT OF INTEREST:

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

CHANGE ORDERS:

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

OVERNIGHT CAMPING:

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

HOURS OF OPERATION:

Contractor work hours shall be designated as outlined in these links: [AHC](#), [NNM](#), and [AOM](#).

Access to AHC & the Mining Museums outside of posted hours is possible with prior arrangements made with BCPOS staff. Work on designated Federal Holidays shall not be allowed unless approved, in writing, by the County.

OWNERSHIP OF WORK PRODUCT:

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

The selected Contractor will agree to keep confidential all County Data, and will agree not to sell, copy, modify, reproduce, republish, assign, distribute, data mine, search or disclose any such confidential information to any other person or entity without the County's written permission, including metadata (e.g. aggregations of county data or analysis of county data content).

The Contractor shall not access County accounts or County Data, except in the event as required by the express terms of a written contract between the mutual Parties and/or at the express written request of the County. All data obtained by the Contractor in the performance of this solicitation resulting in a contract shall become and remain the property of the County. The

Contractor shall not use any information collected in connection with the service issued from this solicitation for any purpose other than fulfilling a County contract for this RFP.



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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS:

General Liability \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products Completed Operations Aggregate

Worker's Compensation and Employer's Liability
 Statutory limits

Professional Liability or Errors and Omissions
 \$1,000,000 Per Loss
 \$1,000,000 Aggregate
 Coverage maintained or extended discovery period for 2 years

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 CHECKLIST

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

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

| INCLUDED | ITEM |
|----------|--|
| | Name and Address of firm/Organization |
| | Telephone and Email address |
| | Name and Address of the Partners and Subcontractors – IF APPLICABLE |
| | A detailed project schedule with an all-inclusive total cost include Contractor’s ability to meet Project Completion Schedule |
| | 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 (3) references for similar projects your firm has completed within the last three (3) years and contact information |
| | Submit two (2) examples of researching and writing historical content |
| | Submit two (2) examples of writing master plans |
| | Insurance Certificate – Proof of Insurance - SAMPLE |
| | Copies of Professional certifications and/or license - IF APPLICABLE |
| | W-9 from current year |
| | Sustainability Questionnaire |
| | Signature Page |
| | Addendum Acknowledgement(s) – IF APPLICABLE |



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EVALUATION CRITERIA

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

This is a sample of items to help get staff started and complete the chart below:

- Experience researching and writing historical content
- Experience writing master plans
- Proposed timeline for task completion
- Reference checks
- Amount of proposal

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 researching and writing historical content, two (2) examples | 40 |
| Experience writing master plans, two (2) examples | 30 |
| Proposed timeline for task completion | 10 |
| Reference checks | 10 |
| Amount of proposal | 10 |
| Total Possible | 100 |



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PROPOSAL SECTION

| <u>Item Number</u> | <u>Item Description</u> | <u>Cost</u> |
|--------------------|--|-----------------|
| 1. | Data collection, site visits, and meetings for creation of the draft outlines | \$ _____ |
| 2. | Research, writing, and submission of draft of MMIPs and updating the final MMIPs with BCPOS feedback | \$ _____ |
| 3. | Final plans and presentations | \$ _____ |
| | BID TOTAL | \$ _____ |

Company Name

Name of person and title submitting PROPOSAL (PLEASE PRINT)

Signature of Bidder

Date



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SUSTAINABILITY QUESTIONNAIRE

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

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

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

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

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

Other - Provide (or supply a link) your company's sustainability statement/policy.

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

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

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

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

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

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

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

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

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

- We have an established zero waste program.
- We utilize a facilities energy management system.
- We have adopted a climate action plan.
- We have a water conservation program.
- We have formed a sustainability committee to identify sustainable solutions for our company.
- We are a member of various sustainability organizations.
- We are recognized by peers and environmental organizations for providing leadership in Sustainability.
- None
- Other - what other programs do you have in place or planned for promoting resource Efficiency?

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

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

Provide Sustainability Policy Statement:

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

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

Provide reason, date and outcome of the citation:

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

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

Provide certification:



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SIGNATURE PAGE

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

By signing below, I certify that:

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

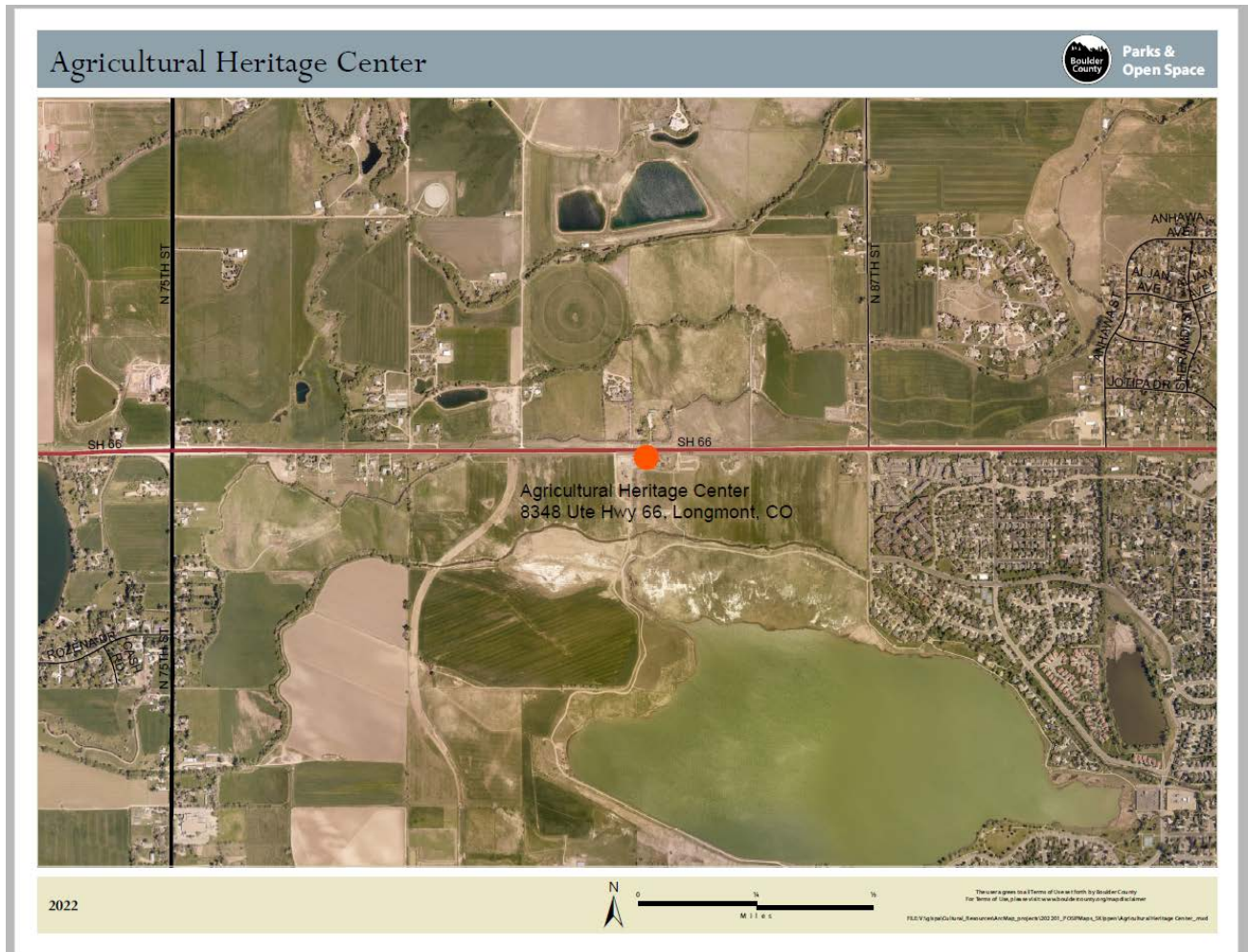
**Signature of Person Authorized to Bid on
 Company's Behalf**

Date

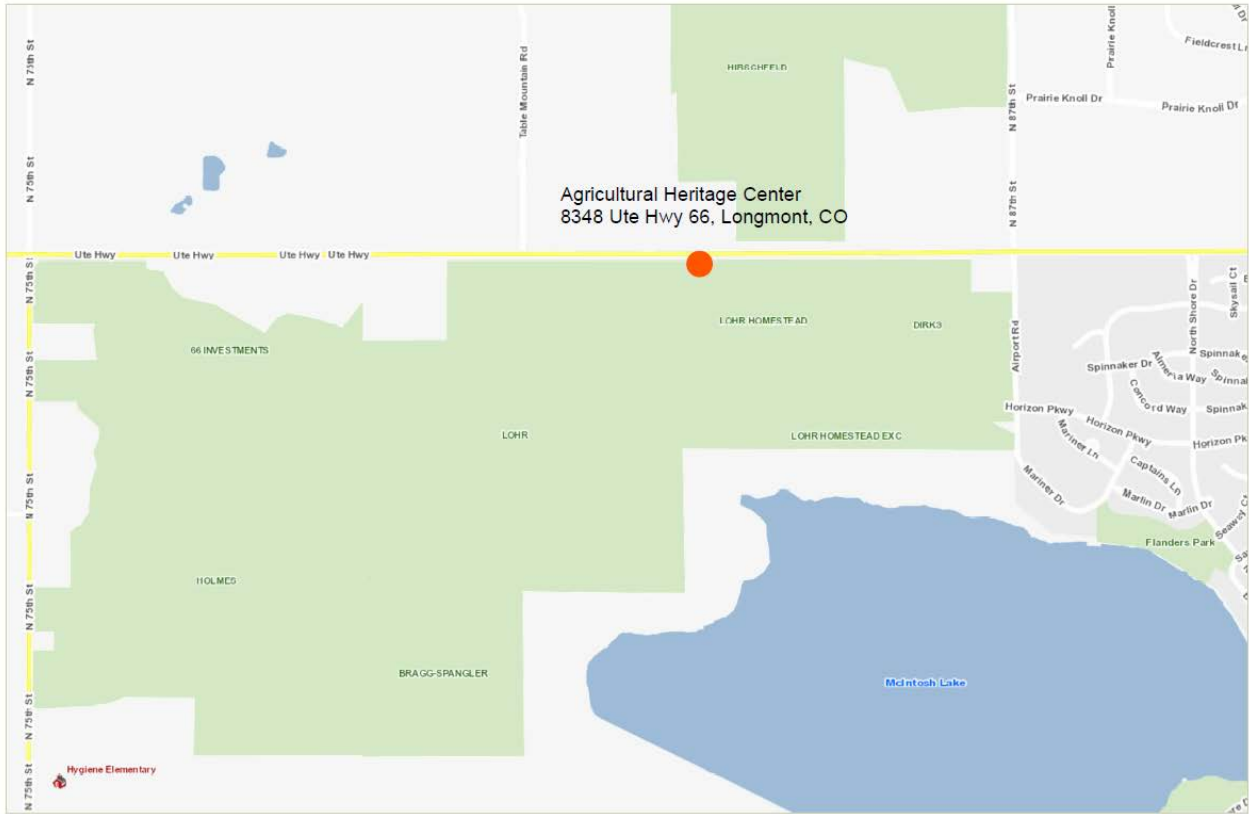
Note: If you cannot certify the above statements, please explain in a statement of explanation.

Attachment A: Museums' location maps

Agricultural Heritage Center (AHC), 8348 Ute Highway 66, Longmont, Colorado 80503



Agricultural Heritage Center



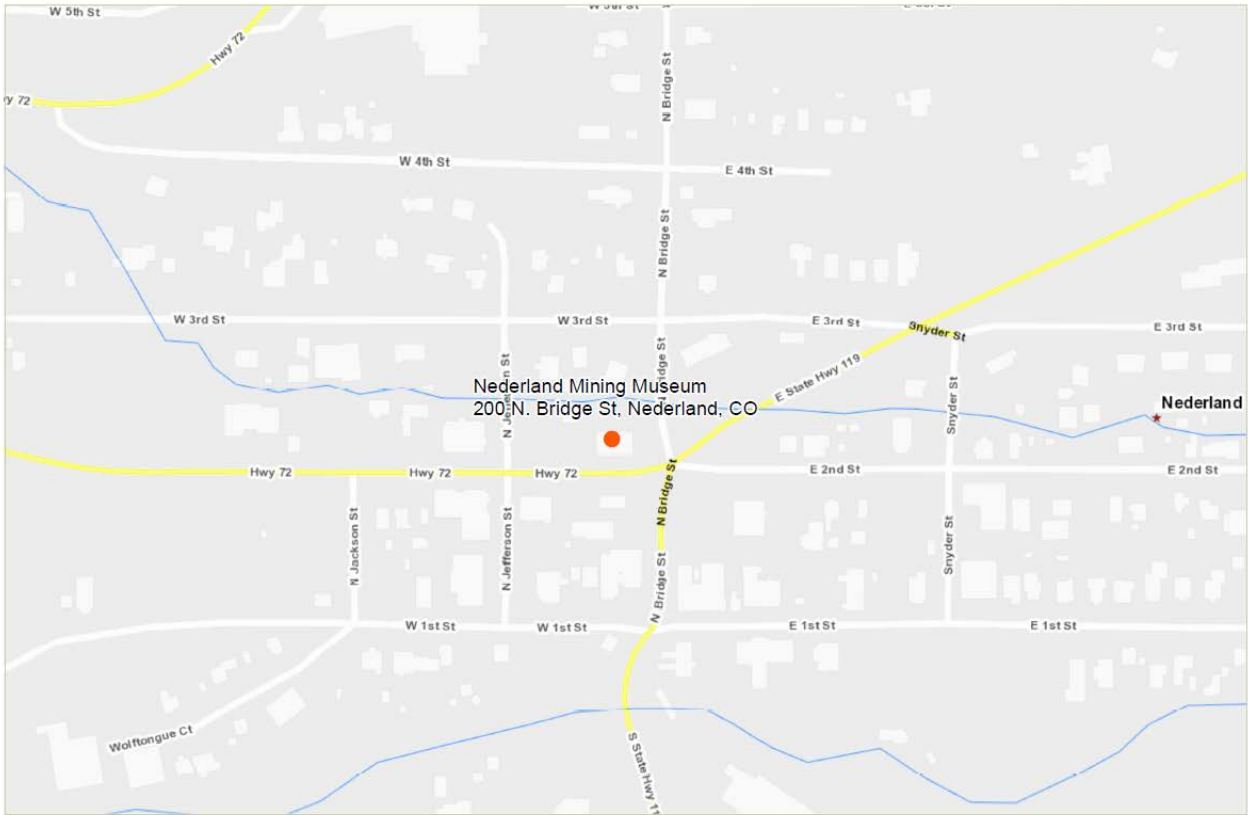
2022



This map is for informational purposes only. It is not intended to be used for any legal or financial purposes. For more information, please visit www.bouldercounty.org/planning.
FILE: W:\GIS\CD\land_use\map\map\project\202201_2022\Map_2022\Agricultural_Heritage_Center.mxd

Nederland Mining Museum (NMM), 200 North Bridge Street, Nederland, Colorado 80466

Nederland Mining Museum



2022



This user agrees to all Terms of Use set forth by Boulder County for Services of Use, please visit: www.bouldercounty.org/help/visitor

FILE: HighRes/Cultural/Access/Map_requests/2022_12/2022/Map_2022/NM/NM_2022_12.pdf



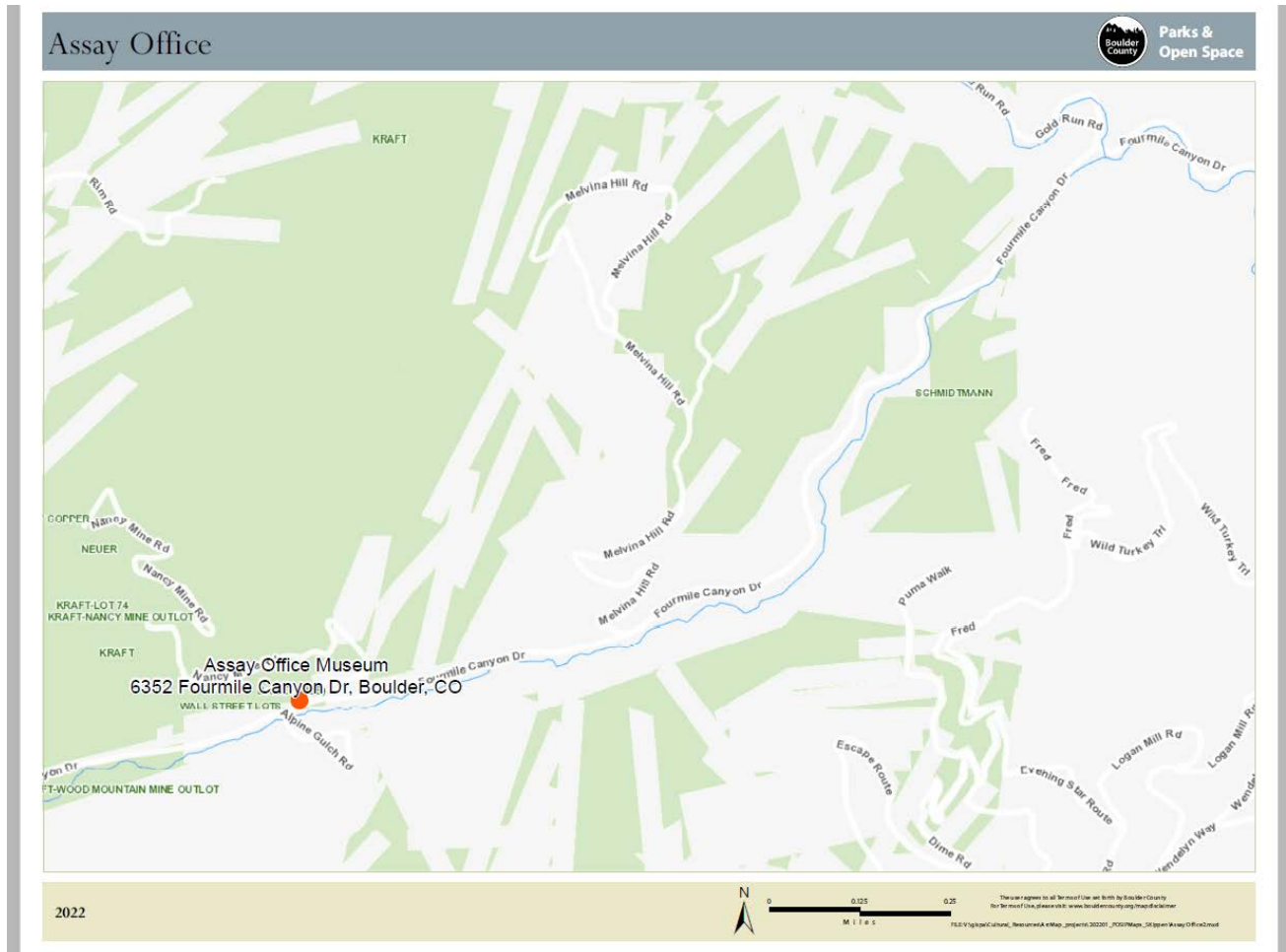
Nederland Mining Museum
200 N. Bridge St, Nederland, CO

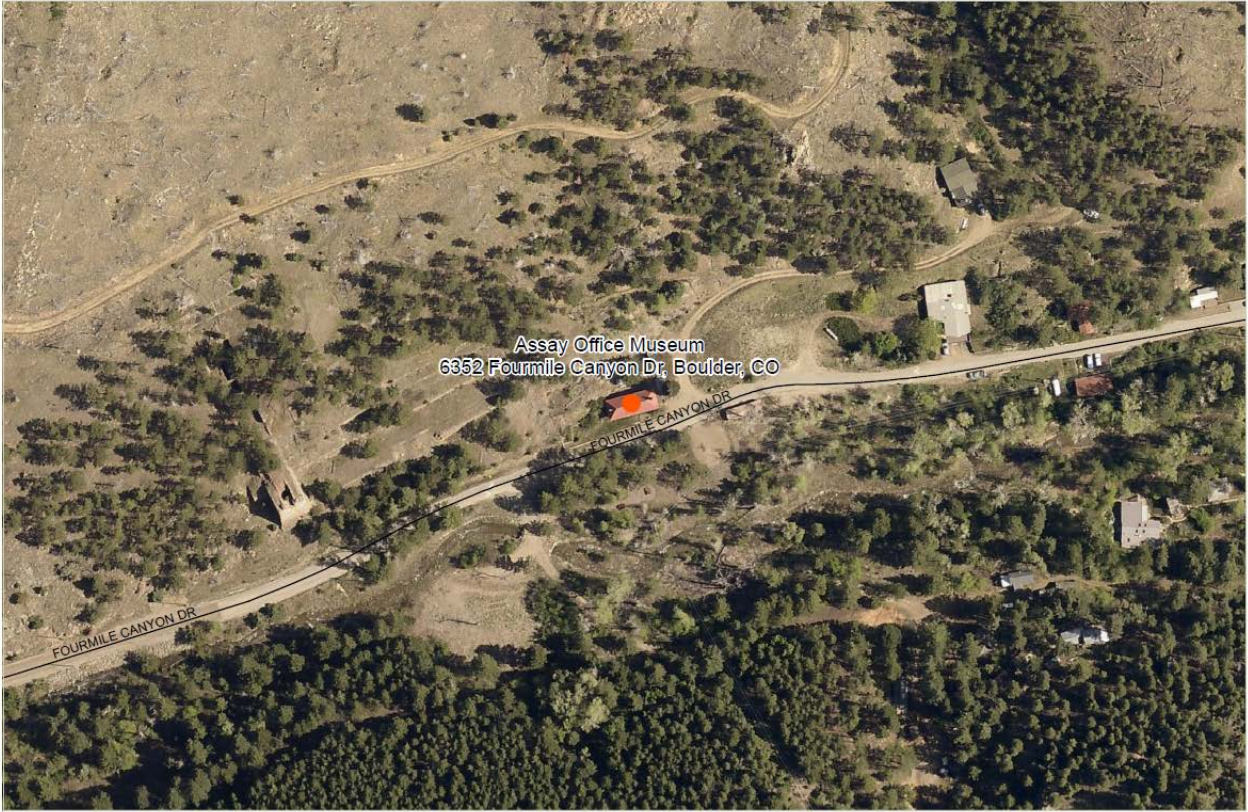
2022



This is a map to all Services of Use set forth by Boulder County
to the user of this page with www.bouldercounty.org/transportation
FILE: V:\gis\arc\cat\use_services\Map_2012\Map_2012\Map_2012\NederlandMiningMuseum.mxd

James F. Assay Office Museum (AOM), 6352 Fourmile Canyon Drive, Boulder, Colorado 80302





2022



This is a map to all Services of Use set forth by Boulder County
for Services of Use, please visit: www.bouldercounty.org/maps/assay-office.html
FILE: V:\Spatial\Cultural_Resources\AerialMap_061414\0201_0001\Map_08 001 Assay Office.mxd

Attachment B: Museums' information: Brochures

Agricultural Heritage Center (also available in Spanish; not pictured here)

For site photos, 360 tours, and hours of operation visit [Agricultural Heritage Center](#).

Your Visit



Enjoy the rural setting and mountain views while learning about the agricultural history of Boulder County. Stroll around the grounds and wind your way through farm buildings, antique farming equipment and tractors.

HOURS

The site is open 10 a.m. - 5 p.m.
April through October, Friday, Saturday, and Sunday
November through March, the first Saturday of each month

HIGHLIGHTS

Visit the Stroh-Dicken's barn (the big red barn) to enjoy interactive exhibits including a real tractor cab.

Animals are on-site during warmer months including chickens, pigs, horses and goats.

A furnished farm house offers a glimpse into how people lived in the early 1900s.

Enjoy a hike on the trail to McIntosh Lake, or enjoy a picnic at the tables near the Lohr Farmhouse.

SPECIAL EVENTS

Crafts and Trades of Olden Days: Learn about old fashioned jobs and the traditional arts and crafts that went into making what was needed for life down on the farm.

Barnyard Critter Day: See sheep, horses, pigs, cows and other animals up close and learn about domestic animals and even wildlife found on the farm.

NOTES

Pets (with the exception of service dogs) are not allowed at this site.

VOLUNTEER OPPORTUNITIES

Volunteer opportunities include: leading tours, caring for livestock, gardening and groundskeeping, researching historical topics, and restoring old farm machinery.

RULES & REGULATIONS

- No smoking beyond the parking lot.
- No pets or bikes are permitted beyond the parking lot except to access McIntosh Lake Trail.
- Do not feed the animals.
- Climbing or sitting on fences, buildings, or machinery is not permitted.
- Collecting, removing, destroying or defacing any natural or man made objects is not permitted.
- It is unlawful to carry or possess (outside an enclosed vehicle) any glass bottle or container.
- No posting of advertisements in open space or on vehicles is permitted.

Violations are punishable by a fine of up to \$300. You are responsible for knowing and obeying all parks and open space regulations (B.C. RES. NO 98-148).

CONTACT INFORMATION



Agricultural Heritage Center at the Lohr/McIntosh Farm
8348 Highway 66, Longmont, CO 80503
303-776-8688



Parks & Open Space
5201 St. Vrain Road, Longmont, CO 80503
www.BoulderCountyOpenSpace.org
printed 2021

Agricultural Heritage Center

AT THE LOHR/MCINTOSH FARM



Enjoy the rural surroundings and learn about the rich agricultural history of Boulder County.

Boulder County Parks & Open Space

History

The family histories of this site are examples of how Boulder County's agricultural pioneers met the successes and pitfalls of working the land over several generations.

While some sought gold in Colorado, Ohio-born George McIntosh came here from Wisconsin in 1860 to improve his health. The high mountain air gave the 23-year-old bachelor relief from his asthma while he explored opportunities for a new life. In 1868, he filed a homestead claim and soon married Amanda Jane (Lee) Noble. They had four children. The family ran a cattle operation and grew feed crops in the open fields.

George Lohr, an early Hygiene postmaster, purchased the original homestead parcel from Mr. McIntosh after marrying his daughter, Minnie McIntosh in 1899. The Lohrs grew a variety of crops including sugar beets, peas, and beans which they sold to local canning and sugar companies. During this time, McIntosh Lake was enlarged to 263 acres to provide water storage for the Highland Ditch and the booming sugar beet industry. Their son, Neil R. "Shorty" Lohr, lived and worked on the farm.

Shorty sold the family farm to Boulder County in 1985, preserving over 250 acres of agricultural land. Shorty also donated \$250,000 to establish an educational center on the property so children could learn about the importance of farming.

Shorty Lohr died in 1991 at the age of 91. The Agricultural Heritage Center opened in May 2001—on George McIntosh's 164th birthday. The Agricultural Heritage Center is a great example of what a partnership between Boulder County and a community-minded citizen can accomplish.

Around the Farm

As you explore, don't miss the big red barn. Inside you'll find interactive exhibits for all ages to enjoy and visitors can also take a peek into the past inside the farmhouse. This site is surrounded by 250 acres of agricultural land currently being used by a farmer.



April through October farm animals stake up residence at the site.

Pigs, horses, sheep, goats, and cows are a few of the animals you might see.



A real tractor cab is a favorite in the big red barn.

See how a typical family lived on the farm when you visit the farmhouse furnished with items from the early 1900s.

Agricultural Heritage Center

at the Lohr/McIntosh Farm

LEGEND



Information
If I am starting my tour here



TO LYONS

UTE HWY / HWY 66

TO LONGMONT



Lohr Farmhouse—The 2-story farmhouse is an example of the "Homestead House" of the American Builder mail order design.

Smokehouse—Modeled on a structure found on the homestead site across the highway, smoking was a way to preserve food before modern refrigeration.

Garden—Seasonally, this area contains a "war garden" of the 1910s.

Garage—Built in the 1920s, and enlarged in the 1940s when cars got longer.

Granary—This structure was used for storing feed grains.

Honey House—Formerly a granary, this structure represents a building that was used to process honey.

McIntosh Barn (circa 1881)—George McIntosh built this barn for hay storage, wheat threshing, milking, calving, and stables. The barn was restored in 2002.

Blacksmith Shop/Loafing Shed
Used as temporary shelter and storage for tools, horse tack and other implements.

Livestock Pens and Corrals—These are typical of early 20th century Boulder County farms.

Windmill—In 1888, the Aermotor Co. of Chicago was the first company to adopt an all-steel design. The company could furnish towers from stock as high as 80 feet.

Feed and Tack Shed—Harnesses, feed and other equipment are stored here.

Stroh/Dickens Barn (circa 1900)
William H. Dickens built this for his son's farm in Longmont. Later owned by the Stroh family and the Federal Aviation Administration, it was moved to this site in 1998. It now houses interactive exhibits.

Equipment Shed—Wagons and farm machinery are housed here to protect them from the weather.

Arrange a Tour

Tours are offered on Friday, Saturday, and Sunday at 11 a.m. Groups of 8 or more may request a guided tour for any day or time, year-round.



Take a souvenir picture of your visit at the photo board.

See farm animals and trades of yesteryear during programs and special events at the Agricultural Heritage Center.



Connect

www.BoulderCountyOpenSpace.org

- maps and directions
- current trail conditions
- property information and photos
- current news and events

BoulderCountyOpenSpace
 @BoulderCountyOS

Nederland Mining Museum and Assay Office Museum

For site photos or 360 video tours, visit [Nederland Mining Museum](#) and [James F. Bailey Office Museum](#).

Ongoing Programs & Online Learning

HARD ROCK MINING VAN TOUR

Visit historic mining sites and explore the towns, tools and people of hard rock mining history. These tours, held during summer and fall, are free and open to ages 10 or older.

LEARN ONLINE: VIRTUAL HARD ROCK MINING TOUR

Explore the history of the county's hard rock mining through historical and present-day photos, videos, oral histories and an interactive map. The Switzerland Trail Railroad is featured for its role in the mining industry and life in Boulder County. Visit: www.BoulderCountyOpenSpace.org/mining

CULTURAL HISTORY VIDEOS

Explore the history of the county's hard rock mining through historical and present-day photos, videos, oral histories and an interactive map. The Switzerland Trail Railroad is featured for its role in the mining industry and life in Boulder County. Visit: www.BoulderCountyOpenSpace.org/mining



MUSEUM HOURS & LOCATIONS

NEREDLAND MINING MUSEUM
200 N. Bridge Street, Nederland
303-258-7332

Open: Friday, Saturday, Sunday
11 a.m. to 5 p.m. June through October

ASSAY OFFICE MUSEUM
6352 Fourmile Canyon Drive (approximately 9 miles west of Boulder)
303-443-0865

Open: the third Saturday of each month from
11 a.m. to 3 p.m. May through October

ARRANGE A TOUR

Tours of either museum can be arranged for groups of at least eight people. School groups may also arrange a tour.

VOLUNTEER OPPORTUNITIES

Volunteer museum guides are needed at the Nederland Mining Museum and the Assay Office. Museum volunteers welcome visitors, offer orientations to the museum, and lead educational programs for groups, including schools.

For more information about our museums and volunteer opportunities, please call 303-776-8848.

Boulder County Parks & Open Space
5201 St. Vrain Road
Longmont, CO 80503
www.BoulderCountyOpenSpace.org



On the cover: Nederland Mining Museum

Printed 2021

Nederland Mining Museum & Assay Office Museum



Explore the history of hard rock mining in Boulder County

Admission is free to both museums



Nederland Mining Museum



Among the many artifacts on display is a collection of minerals, and ore carts on tracks.



Visit the Nederland Mining Museum for a glimpse into the world of hard rock mining in Boulder County during the late 19th and early 20th centuries.

This museum offers much to explore. Kids enjoy interactive activities like ringing a signal bell and trying out the blasting machine. Objects big and small show visitors how miners lived and how hard rock mining played a part in Colorado's history.



Indoor and outdoor displays of ore carts, mills, historic photographs and rare mining claim maps further tell the story of mining in Boulder County. Various "tools of the trade" offer a close-up look at lives of the miners. Learn about the processes used from drilling to blasting to crushing.



Hard rock mining was Boulder County's leading industry, attracting new residents to the mineral-rich mountains during the boom of the late 1800s.

Miners, and the communities they created, are part of our fascinating local history and figure into a larger national story.



Photo: Denver Public Library, Western History Collection

James F. Bailey Assay Office Museum



WALL STREET: A PART OF MINING HISTORY

Visit an assay office where prospectors took their ore samples to find out if they had "struck it rich."

At the turn of the 20th century, hard rock mining in Boulder County was in full swing. The area known as Wall Street played a prominent role in this chapter of our county's history. The building at this site served as both an assay office and family residence.

As part of your visit, enjoy a picnic at the table near the creek.



Contract

| DETAILS SUMMARY | |
|--|--|
| Document Type | New Contract |
| OFS Number-Version | |
| County Contact Information | |
| Boulder County Legal Entity | Boulder County |
| Department | Parks and Open Space |
| Division/Program | Resource Management/Education & Outreach |
| Mailing Address | Boulder County Parks & Open Space Department Attn: ADMIN-Contracts 5201 St. Vrain Road Longmont, CO 80503 |
| Contract Contact – Name, email | Rosa Brohm rbrohm@bouldercounty.org |
| Contract Contact – Name, email, cell phone | PM Name, Title PM Email Cell Phone |
| Invoice Contact – Name, email | pospayables@bouldercounty.org |
| Contractor Contact Information | |
| Contractor Name | |
| Contractor Mailing Address | |
| Contact 1- Name, title, email | |
| Contact 2- Name, title, email | |
| Contract Term | |
| Start Date | The Start Date shall be the date of last party signature as set forth on the Signature Page of this Contract. NOTE: Work shall not commence until a Notice to Proceed is provided by County to Contractor in accordance with paragraph 3. |
| Expiration Date | x/xx/20xx NOTE: Work must be performed during the time period set forth in paragraph 3. |
| Final End Date | x/xx/20xx |
| Contract Amount | |
| Contract Amount | |
| Fixed Price or Not-to-Exceed? | Choose an item. |
| Brief Description of Work | |
| The development of Museum Master Interpretive Plans for the Agricultural Heritage Center, the Nederland Mining Museum (NMM) and the James F. Bailey Assay Office Museum. | |
| Contract Documents | |
| a. Formal Procurement (RFP/Bid/SOQ) No. Bid Variable (the "Bid Documents") b. Contractor's proposal in response to the Bid Documents (the "Proposal") | |

| | |
|---|--|
| c. Project Details, including project-specific terms and a Scope of Work, attached as Exhibit A (the "Scope of Work") | |
| d. Fee Schedule, attached as Exhibit B (the "Fee Schedule") | |
| Purchasing Details – County Internal Use Only | |
| Grant funded? | No |
| Bid Number | TBD |
| Award Date | TBD |
| If no Bid No., bid process used | Bid number provided above |
| COVID-19 | NO |
| Project # | |
| Purchasing Notes (optional) | <i>Note if Bid Waiver involved and add as exhibit.</i> |
| Contract Notes | |
| <i>Additional information not included above</i> | |
| <p>Note if any sections [RESERVED] ACCOUNT CODE: XXX-XXXXX-XXXXX-XXXX-XXXXXX-XXXX-XXXX</p> | |

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

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

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

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

3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the Expiration Date. Notwithstanding, Work shall not commence until the County has provided a NOTICE TO PROCEED to Contractor, which shall set forth the date that Contractor may begin the Work. As specified in RFP # TBD, Contractor Contractor shall complete the Work on or by December 30, 2022, unless this Contract is terminated earlier or the County grants Contractor a written extension in accordance with paragraph 6 or 7. In no event shall Work be performed outside the **Contract Term**.

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

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

6. Extra Time to Complete the Work (Additional Time only): If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work by sending a written notice of extension to Contractor. An extension of time to complete the Work does not entitle Contractor to additional compensation from County.

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

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

9. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

10. Nondiscrimination: Contractor will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

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

12. **Independent Contractor:** Contractor is an independent contractor for all purposes in performing the Work. None of Contractor, its agents, personnel or subcontractors are employees of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

13. **Termination**

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

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

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

14. **Contractor Obligations upon Termination or Expiration:** By the **Expiration Date** or effective date of termination, if earlier, Contractor must (1) remove from County property all of its personnel, equipment, supplies, trash and any hazards created by Contractor, (2) protect any serviceable materials belonging to the County, and (3) take any other action necessary to leave a safe and healthful worksite. Any items remaining on County property after the Expiration Date or the effective date of termination, if earlier, will be deemed abandoned by Contractor.

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

claims it may have against the County for any other compensation, such as anticipatory profits or any other consequential, special, incidental, punitive or indirect damages.

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

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

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

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

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

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

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

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

20. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

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

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

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

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

25. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.

26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.
27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.
28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.
29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.
30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
31. Representations and Warranties: Contractor represents and warrants the following:
- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
 - b. The individual executing this Contract is authorized to do so by Contractor;
 - c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and
 - d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.
32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor is solely responsible for ensuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. County approval of the Work or any aspect of Contractor's performance, such as plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.
33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action.
34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.

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

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

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

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

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

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

pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

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

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

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

44. *[For Contracts that require employees of Contractor to routinely perform more than fifteen (15) hours per month of county work in a county building.]* COVID-19 Vaccine Requirement for Certain Contractors 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 county 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 a county building. Under the county's COVID-19 vaccine requirement policy, these individuals are required to receive a COVID-19 vaccine unless a reasonable accommodation based on medical reasons or due to a sincerely held religious belief is requested and approved. The policy requires that, by December 1, 2021, all individuals to which the policy applies must be fully vaccinated and submit proof of vaccination or have an approved reasonable accommodation in place. Therefore, beginning December 1, 2021, any employees of Contractor that perform county work in a county facility must be in compliance with the County's vaccine requirement policy unless Contractor can show proof that it is in compliance with its own COVID-19 vaccine requirement policy or is required by local, state, or federal law or regulation to be compliant with a COVID-19 vaccine requirement policy. By its execution of this Contract, Contractor hereby acknowledges and attests compliance with this provision. Contractor shall provide proof of compliance with this provision upon County's request.

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**

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.

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.

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

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

[Signature Page to Follow]

SAMPLE

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: | |