



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

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number:	7390-22
RFP Title:	Plow Trucks
RFP Questions Due:	November 2, 2022 – 2:00 p.m.
Submittal Due Date:	November 16, 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



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

PROPOSAL INSTRUCTIONS

1. Purpose/Background

Boulder County Road Maintenance Division is looking for qualified proposals for two single rear axle AWD snowplow trucks and three tandem axle plow trucks for purchase this year. In addition, it is Boulder County's intent to procure 5 more units in quarter one (Q1) of 2023. Boulder County will also be seeking a price agreement to continue to purchase from the awarded bidder in subsequent years.

2. Written Inquiries

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **November 2, 2022**. A response from the county to all inquiries will be posted and sent via email no later than **November 9, 2022**.

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

3. Submittal Instructions

Submittals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on November 16, 2022**. **Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held.**

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 # 7390-22** 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.



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

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: Bids submitted in response to this “Invitation to Bid” 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 bid or resulting contract should be clearly stated in the bid and contract itself. Confidential/proprietary information should be readily identified, marked and/or separated from the rest of the bid. Co-mingling of confidential/proprietary and other information is NOT acceptable. Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held. Bids that do not identify confidential/proprietary information may be released in their entirety. Pricing totals contained in a bid 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/>.



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

SPECIFICATIONS

Boulder County Road Maintenance Division is looking for qualified proposals for two single rear axle AWD snowplow trucks and three tandem axle plow trucks for purchase this year. In addition, it is Boulder County's intent to procure 5 more units in quarter one (Q1) of 2023. Boulder County will also be seeking a price agreement to continue to purchase from the awarded bidder in subsequent years.

1. Two AWD single axle and 3 tandem axle plow trucks will be awarded upon completion of bid submittal evaluation in 2022
2. Boulder County Purchasing will provide awarded vendor with a letter of intent to purchase 5 remaining plow trucks upon approval of 2023 budget by the Boulder County commissioners
3. Five-year bid renewal option to awarded vendor. Renewal will be based off this bid award base price and manufactures proven price increases. Said price agreement shall remain in effect except as modified annually due to documented price increases.

Specifications Below.

Single Rear Axle AWD Snowplow Truck

(LIST SPECIFIC INFORMATION IN ANSWER SECTION FOR EACH ITEM)	
Information Requested	Answer
Cab and Chassis Model Proposed: TRUCK- Mack GU812, Western Star 4700 or Proven Equal, 4X2 Day Cab converted to 4X4 by TULSA TRUCK	
ENGINE: MINIMUM-400 HP @ 1500-1800 rpm, pe1650 lb-1850ft. max torque @ 1100-1400 rpm, turbo charge, after cooled, engine governor type MIN-MAX.	
CRANKSHAFT ADAPTOR: Crankshaft adaptor for front mounted hydraulic pump	
CARB 2008 IDLE REGULATION: Idle emission certification CARB 08, Engine idle shutdown	
EMISSIONS: Must meet current federal and state emissions standards	
ENGINE BRAKE: 3 Levels Jacobs or equal	
ELECTRONIC ENGINE AND POWER TRAIN COMPONENTS: Programed for 62 mph top end speed	
KEYS: 3 sets of keys	
CRUISE CONTROL: Electronic	
FUEL FILTERS: Primary and secondary	
AIR CLEANER: Dry type under hood single element, in cab restriction monitor	
AIR-INTAKE: Inside and outside air intake w/in-cab control for snowplows	
LUBRICATION SYSTEM: Full flow with spin on filters	
EXHAUST SYSTEM: Bright finish, heat shield, 9'6" from ground, stack, and SCR cover, single (R/S) vertical exhaust cab mounted, lower diffuser, turned end, exhaust heat shield, DEF tank 10 or more-gallon, painted finish left side frame mounted, exhaust after treatment system diesel particulate filter ceramic passive regen w/emission on board diagnostics	
COOLING SYSTEM: Heavy duty, with permanent antifreeze, -40 degree protection with conditioning & filter, silicone radiator and heater hoses, electronically modulated fan drive, bug screen black aluminum mounted behind grille and winter front cover	

FUEL-WATER SEPARATOR: fuel filter 12V/electrical heater w/internal fuel/water separator	
ENGINE BLOCK HEATER: 120 Volt, 1500-Watt female plug located driver side kick panel	
TRANSMISSION: FULLER RTLO-16913A (12.31/0.73), or equivalent 13 speed. Transmission oil cooler (integral oil pump), Eaton Fuller shifter, 50 weight synthetic lubricant, aluminum bell housing, remoter lube fittings clutch release bearing and both cross shafts mounted under left hand hood, driveline Spicer SPL250XL extend lube series	
Transfer Case: Single speed torque proportioning	
FRONT STEERING: TAS66+RCH60 TRW Power, dual steer gearbox or proven equal. NOTE: Due to recent steering issues please ensure steering gear listed will provide safe steering before and after 4X4 conversion	
STEERING COLUMN: Adjustable tilt & telescope	
ELECTRICAL SYSTEM: 12 Volt with Three (3) low maintenance 650/1950 cold cranking amps, shock pads under battery, battery box shall be complete steel enclosures (front, sides, and bottom) with aluminum box cover, mounted right side behind SCR, and two emergency start studs	
BATTERY DISCONNECT SWITCH: FLAMING RIVER BIG SWITCH-wired on negative side, inside driver's door on floor	
ENGINE STARTING AID: Electric preheater, idle up technology with maximum increase of 10 minutes	
ELECTRIC CIRCUIT PROTECTION PACKAGE: 12 volt with circuit breakers	
ELECTRONIC BODY BUILDER HARNESS: For simplicity of body company tying into truck electric system	
WIRING HARNESSSES – All chassis and power harness with heavy duty casing	
LIGHTING – Long life LED or halogen head lights with daytime running feature, dual face turn signals, fog lights, all lighting, and reflectors to meet Federal Motor Vehicle Safety Standard FMVSS and DOT regulations, LED lighting	
INTERIOR LIGHTING: Dome lamps, door and switch activated	

CLUTCH TRANSMISSION EQUIPMENT: EATON/FULLER Shifter, CL39DC EATON advantage ez-pedal, 9 spring, 2 plate, 15.5” ceramic clutch, 4 paddles, manual adjustment, Two-piece clutch break, open grated clutch pedal, clutch assist mechanical cable	
ALTERNATOR: LEECE NEVILLE 12-V 160AMP, Brush type	
WINDSHIELD WIPERS: 2 speed electric motor with intermittent feature	
INSTRUMENTATION: Provide the following gauges: oil pressure, water temperature, dual air pressure, brake application, transmission temperature, forward axle temperature, rear axle temperature, low oil pressure, high engine temperature and low air pressure, and fuel gauge. Low oil pressure, high engine temperature and low air pressure shall have a visual and audible warning. Provide the following meters: speedometer, tachometer, odometer, and hour meter	
HORNS: Dual note electric and cab mounted air horn with snow covers	
AIR BRAKE SYSTEM: Wabco 318 18.7 cfm., AD-9 heated, Wabco air dryer, 1200UP w/T cutoff valve, ADSP spin on style cartridge, with coalesce oil filter, heated automatic drain valve, heated supply tank, w/lanyards on all other tanks	
WHEELBASE: Wheelbase to be determined by manufacturer & body builder based on mounted snow removal equipment (as short as possible based on mounted snow equipment). Length of truck when equipped with under body scraper, scraper blade must rotate under truck body to ensure stowage is inside of exterior of truck standard width. Under body scraper when fully raised shall have a minimum clearance of 10” bottom of scraper to ground	
FINAL WEIGHT RATING TO BE DETERMINED BY MANUFACTURER	
FRONT AXLE: Meritor, Wide pivot center straight spindle/unitized bearings, taper leaf springs, heavy duty double acting shock absorbers, weight rating 23,000 lbs. FINAL WEIGHT RATING DETERMINATION BY TRUCK MANUFACTURER &TULSA TRUCK 4X4 CONVERSION to accommodate fully loaded 12’ X 48” front plow weight & fully loaded 12’ v-box auger type v-box sander. All mounting hardware	

will be heavy duty Huck type or equivalent, Specify front axle gear ratio: _____	
FRONT BRAKES: Per manufacturer specifications: Meritor S cam type 16.5" X 6" Q+, external cast iron removable brake drums, Meritor R403 brake lining, Haldex automatic slack adjusters, front brake chambers manufacturer specified	
REAR AXLE: Meritor RS-30-185, 30,000 lb. single reduction, based on 12' X 48" front plow weight & fully loaded 12' auger type v-box sander, 30,000 LB. anti-sway multi-leaf springs, all mounting hardware will be heavy duty Huck type bolts or equivalent, rear axle breathers, Specify rear axle gear ratio: _____	
AXLE RATIO'S: Geared for urban & mountainous use with the top end speed of 62mph, capable of 13% grades for extended periods of time	
REAR AXLE BRAKES: Per manufacturer: Meritor-cam type 16.5" X 7 P brakes, cast iron external removable drums without removal of axle shafts, Haldex automatic slack adjusters, rear brake chambers manufacturer specified, Meritor R403 lining	
TIRES AND WHEELS: All wheels to be steel hub piloted 10 hole, with 425/65R 22.5 Tubeless radial highway on front (appropriate load rating) traction tread on rear 12/R22.5 (appropriate load rating) one spare rear tire and wheel with traction tread per unit, front, and rear wheel guards	
TRACTION CONTROL SYSTEM: ABS sensor 4S/4M system rear wheel sensors, anti-lock brake system with Bendix traction control, Bendix switches and valves where possible	
MUD FLAPS: Front & Rear-in front of sander spinner and at rear behind tires continuous across entire width of truck	
BUMPER: Bumper position extended 20" (snow), front & rear tow hooks	
FRAME: Front frame-integral front frame extension (not welded or bolt on type). Frame Rails Steel 300MM x 90MM, (11.81" x 3.54" x 0.37"), Frame reinforcement-inside, 5mm steel, full length of main rail, cross members back of cab and intermediate(s)	

steel heavy duty back-to-back channel, rear I-beam cross member	
CAB TYPE: Day Cab MACK GU812 R or equal, w/cab fender extensions	
CAB GLASS: Tinted heated front windshield, tinted side & rear windows, peep window passenger side	
INTERIOR TRIM LEVEL: Purebred slate gray	
CAB INTERIOR: All vinyl, vinyl covered headliner, hood insulation, in dash storage	
DASH MOUNTED SWITCHES: Six assignable bodybuilder dash switchers (5 on-off, 1 momentary)	
TURN SIGNALS: Self-canceling	
SEATS (CLOTH UPHOLSTERY): Driver seat to be Air-Bostrom Talladega 915 wide ride, hi back 4 chamber air lumbar, passenger seat fixed high back w/integral storage compartment	
STEERING WHEEL: 2 spoke urethane grip, charcoal spokes, w/o switches	
SEAT BELTS: Driver and passenger with lap and shoulder harness	
AIR CONDITIONING/HEATER: Air Conditioning, Heater, and defroster	
INTERIOR SUN VISORS: Drivers and passengers' side	
EXTERIOR VISOR: Fiberglass exterior color white to match cab	
RADIO: AM/FM Stereo, CD player, MP3, weather band, hands-free interface, Bluetooth, auxiliary input port, antenna mounted driver's side behind driver's door, radio mounting reinforcement in header console, includes auto radio shutoff when truck is in reverse gear, speakers mounted appropriately for sound quality	
MIRRORS: Bright finish left & right hand 8" heated convex, aerodynamic moto mirror package, left hand & right hand motorized heated w/weatherproof external plug at mirror	
TILT HOOD: Front tilting fiberglass hood, hood tilt locking hatch, anodized aluminum bright finish stationary grille	
AIR INTAKE GRILLE: Bright finish grille, air restriction indicator	
GRAB HANDLES: Bright finish grab handles	

FRONT BUMPER: Heavy duty with two (2) tow hooks or eyes, frame mounted	
SAFETY ITEMS: 5-lb. ABC Rated, mounted between left hand seat base and door, with valve aimer rearward, reflector kit mounted	
BACKUP ALARM: ECCO back-up alarm 575 constant sound level 107 dB	
FUEL TANK: Sidestep mount, driver side (LH), 116 gallon or larger aluminum, braided fuel lines	
EXTERIOR PAINT COLOR: Prime and paint truck chassis white w/urethane clear coat	
SAFETY PACKAGE: Windshield wipers forced to slowest intermittent setting when parking brake set, headlights automatically on when windshield wiper is on, parking brake alarm sounds when parking brake is not set and any door is opened, brake lights override hazard lights	

HYDRAULIC EQUIPMENT	
<p>HYDRAULIC PUMP: The hydraulic pump shall be a U.S. manufactured axial piston pressure and flow compensated load-sensing type. The pump shall be rated to 4.67 cubic inches per revolution at maximum stroke which will deliver 19.2 GPM @ 1000 engine RPM. The pump shall have a 2" inch suction line and ¾" case drain line plumbed directly back to the reservoir. The pump shall be rated for 4000 PSI maximum and 3500 PSI continuous. The pump shall have a severe duty, high pressure outboard Teflon shaft seal that protects the pump shaft bearing and seal from external contamination and salt spray. The pump shall be a Force America FASD34 right hand rotation for REPTO application</p>	
<p>SHUT DOWN SYSTEM: A high pressure ¼ turn ball valve shall be installed at the discharge port of the pump.</p>	
<p>HYDRAULIC CONTROL VALVE: Control valve shall be a load sensing type with o-ring ports. Mid-inlet section porting will be #16 inlet, #20 outlet, #16 hoist section, #4 load sense port, and #10 or #12 for all other sections. The hoist section shall be stacked to one side of the mid-inlet and all other sections will be stacked on the other side. There will be a main relief in the mid-inlet section that will be set at 2500 PSI to protect the system from being over pressurized.</p>	
<p>Control valves will be electronically controlled, section to be arranged as follows:</p>	
<p>Plow Lift, 3-way for a single acting cylinder with detent in the down position for float with flow control.</p>	
<p>Plow Angle, 4-way for a double acting cylinder with flow control.</p>	
<p>Double acting scraper curl with flow control</p>	
<p>Double acting scraper angle with flow control</p>	
<p>Double acting scraper left level and right level with float and flow control</p>	
<p>Spin-A-Veyer end cover electric PWM sander valve 14 GPM sander, 7GPM spinner.</p>	
<p>Valve shall be Force America Add-A-Stack 4020 valve</p>	
<p>HYDRAULIC VALVE ENCLOSURE: The valve assembly shall be mounted in weather-tight enclosure. The valve enclosure shall be fabricated of 10- and 12-gauge steel. Enclosure shall be designed to not allow humidity to be trapped inside. The cover shall be held to the enclosure by four heavy rubber latches. All plumbing shall be external,</p>	

<p>directly out the bottom of the valve enclosure.</p>	
<p>RESERVOIR: Hydraulic reservoir shall be 40-gallon capacity, constructed of 12-gauge steel, powder coated black or aluminum, 3/16" thick angle iron mounting brackets and equipped with the following: Basket type filler breather cap, 3/4" Magnetic drain plug, 2" NPT suction with 100-mesh screen type filter w/3 PSI bypass, 5" Sight temperature gauge externally mounted, internal baffling, 2" full flow brass ball valve.</p>	
<p>FILTER: Hydraulic oil filter shall be in tank mounted in the reservoir. Hydraulic filter shall be rated for no less than 80 GPM. Filter shall be ZINGA model TS-1200-25-1-0 with ZSRE-409-10 micro-glass filter element and be equipped with visual filter condition indicator gauge. Filter shall also include a TD-150-PMI tank diffuser. The system shall be delivered with one spare filter element.</p>	
<p>ELECTRONIC SPREADER CONTROL: The electronic spreader control shall be an electronic control with a road watch ground speed sensor of equivalent. It shall include proportional controls for Auger, Spinner, and Liquid spreader functions and shall be integrated into a small, rugged, plastic control box. Liquid shall be configurable so that it can operate dependent or independent of the granular output. Spread rates for granular, spinner, and liquid shall be illuminated by numbers (0-10) that surround each corresponding dial. An external calibrating device or trim pots of any sort are not acceptable. A RAM mount shall be used to allow for easy installation and swivel capabilities. The spinner and spreader control knobs shall be color coded. The electronic spreader control shall be a Force America 5100/6100 series or equivalent.</p>	

HYDRAULIC EQUIPMENT CONTINUED	
Electronic Control Console: Force America 5100 or 6100 pedestal style control console for plow and scraper with accessories.	
Hydraulic Hoses and Fittings: All fittings shall be SAE hydraulic fittings using boss 'O' rings. Piping on the side of the V-Box shall be stainless steel tubing, clamped at each vertical hopper brace using Parker style hydraulic tube clamps. Flexible hydraulic hoses from the valves to the stainless-steel tubes and from the stainless-steel tubes to the V-Box motors shall be double wire braid with minimum 3,500-pound working pressure. All flexible hydraulic hoses shall be equipped with JIC swivel fittings on both ends. Front hydraulic quick-disconnects for the snowplow shall be located per county specified location easily accessible for the operator. Hydraulic hoses from front pump to hydraulic valve and from valve for front snowplow shall be secured to truck frame, in an orderly fashion, as high as possible with hanger brackets, hose clamps and hoses spaced to avoid rubbing and snow loads.	
HEAVY DUTY FRONT PLOW	
Monroe Model MP48R12-ISSBT-CO, 316, LL, Angle Iron PF or Proven Equal	
Plow dual spring break over, length 12', Height 48", 3/4" base angle, 1/2"x8"x12' steel cutting edge single pick point level lift, 12" rubber deflector, 24" orange rod markers, two (2) jack stands, 4"x10" single acting lift cylinder, universal pin hitch with thrust arm mounting	
One-piece A569 10-gauge steel roll formed moldboard with a tensile strength of 55,000 to 70,000 lbs.	
Six 1" x 4" one-piece solid flame cut ribs that taper to 2" at the top of the moldboard	
2"x3"x318" top moldboard angle	
4"x4"x314" bottom moldboard angle	
3"x3"x1/4" non-spring horizontal angle bracing	
3"x3"x1/2" horizontal spring support angle bracing	
HEAVY DUTY dual compression trip spring assemblies	
Monroe built in special heavy duty level lift assembly	
Main push tube is 4" x4"x318" A36 steel seamless wall tubing.	

Moldboard and frame to be 100% continuously welded	
Moldboard to be shot blasted and painted powder coat ORANGE, with push frame painted black	
Two 3" x 10" with 211 rod power reverse cylinders with cushion valve	
518" x 8" AASHTO C I080 top punched cutting edge	
Truck portion of hitch to be 30.5" pin style. (Due to type of use, plow rarely is taken off of truck)	
Cheek plate mounts	
4"x10" SA lift ram	
Plow portion of hitch to be 30.5" pin style	
12" moldboard rubber deflector	
Two 36" moldboard markers	
2"x5"x34" push plate in lieu of standard I"	
CDOT style angle iron push frame	
2" swivel plate bolt	
Extra half ribs on outer section of moldboard for additional support	
PLOW LIFT RAM NOTE: ADD TWO -2- CHAINS FROM TOP PIVOT POINT OF CYLINDER DOWN TO BASE MOUNTING ANGLE	
LOCATION TO BE DETERMINED AT TIME OF INST ALLA TION.	
Monroe HD 3500 Underbody Scraper Plow or Proven Equal	
1" thick x 15"H x 11'L moldboard	
HD hanger board made of 1/2" plate formed and reinforced with 1/2" flat plate and a 3/4" bar running entire length of the hinge	
2-1/2" O.D. hinge shaft 96" long	
Three hinge points (two 3-1/4" x 6" outer hinges and one 3-1/4 x 10-3/4" center hinge with anti-side shift wear plates)	
Two HD shock assemblies	
3-1/2" actuating cylinders with 2" nitride rods and 4-bolt flanges	
1" solid circle with no manual pin notches	
Two 4" reversing cylinders with 2" nitride rods and 2" pivot pins	
Greaseable 5" center pin	
Circumference contoured hold-down blocks with 3/8" UHMW wear plate installed	
1/2" x 6" DBC cutting edge	
HD hanger brackets of 3/4" X 18" X 26" solid plate	
Cushion valve	
Mounting hardware	
Scraper powder coated ORANGE	
Parts and installation manual	

Also included with underbelly scraper plow:	
Oscillating hanger brackets 4x4 application	
Arctic hoses	
Boulder County Special (Monroe or proven equal)	
Minimum scraper clearance when raised 10" bottom of blade to ground	
SNOW PACKAGE LIGHTING:	
Shall supply LED or halogen plow headlights lights with integral turn signals.	
Plow lights shall be high / low beam and wired so that when plow light switch is activated the truck OEM lights do not operate.	
Shall supply Hella model H1570011 driving lights or equal.	
Snowplow headlights and driving lights shall be mounted on a stainless three-point mounting bracket for stability and be equipped with 8" convex mirrors.	
All strobe/warning lights should be integrated circuit within the light bulb not through central flasher.	
LED warning lights shall be amber clear and blue clear 24 LED minimum, 6" oval recessed rubber grommet mounted in front & side corners cab shield top & bottom protection (See Pictures).	
Shall be supplied with one amber and one blue 6" high strobe beacon mounted below top of V-Box rail (see pictures)	
Shall have a 304 stainless steel light bar on the upper rear of the V-Box between strobe beacons that has LED stop/ tail/turn and three 2.5" LED marker lights.	
Shall two LED sanding work lights.	
Shall have two dual round stainless steel light boxes mounted on rear of sander with LED stop/tail/turn and LED back-up lights.	
Shall have license plate mounting bracket and light.	
Shall be equipped with a back-up alarm.	
All wiring shall be heavy duty rubber jacketed that is flexible in cold climates to minus forty degrees Fahrenheit, and shall be abrasion, corrosion, and oil resistant.	
Shall only use environmentally sealed Deutsch DT series connectors for any electrical connection.	
All holes that an electrical wire passes through shall be drilled and have an appropriately sized grommet.	

Wiring shall be securely clamped a minimum of every 18" using heavy-duty vinyl molded coated clamps and minimum ¼" grade 5 bolts, nuts, and washers.	
In-cab switching shall include rocker switches back lit and labeled for Blue Strobes, Amber Strobes, Snowplow Lights and Rear Spinner Lights.	
All lighting and reflectors shall meet the FMVSS 108 regulations.	
SALT & SAND SPREADER: SWENSON DA EVA-100 SS OR MONROE MSV-144-84-56-604-10/76:1 -2.0 SFT OR PROVEN EQUAL	
This specification shall describe a V-box material spreader capable of hauling and spreading free flowing granular materials from a minimum width of four (4) to forty (40) feet.	
This unit shall consist of a hopper, discharge/feed conveyor, spinner disc, power drive, and all components necessary to make a complete operating unit.	
SPREADER BODY	
The spreader hopper shall be constructed of 12-gauge 304 stainless steel with a 2" double crimped top edge forming for greater rigidity.	
The hopper body length shall not be less than 12 feet with 24" longitudinal overhung for supporting the spinner assembly.	
The hopper shall not be more than 84" outside width with the side height not greater than 56".	
The capacity of the hopper shall be 8 cubic yards water level full.	
The body sides shall have not less than a forty-five-degree slope to insure free flow of material to conveyor.	
The body longitudinal shall be manufactured of 10-gauge 304 stainless steel.	
The channel cross sills shall be 7 gauge formed 304 stainless steel channel that ties the lower edge of the longitudinal to each side support. These cross supports shall be wide enough to allow the hopper box to be mounted on various width truck frames or slide into a dump body.	
A 4" x 6" stainless steel box beam will be elevated 3" above the top edge of the hopper, thus providing a longitudinal brace and hinge point for the top screens.	
There shall be a 10-gauge stainless steel formed channel welded under the box beam to each side for additional side support.	

The body and conveyor longitudinal shall be electrically welded into a rugged solid unit.	
There shall be 12 gauge formed stainless steel side supports that extend the full angle height spaced on approximately two (2) foot centers.	
A heavy-duty stainless-steel lift hook shall be provided at each corner.	
A 44" wide 304 stainless steel light bar shall be provided on top rear of the hopper, with LED stop, tail, turn and tree marker lights.	
12' long x 20" wide 304 stainless steel cat walks shall be provided. Shall have 304 stainless steel extensions for mud flaps mounted front and rear of rear tires with anti-sail brackets on mud flaps.	
A 34" cab shield shall be provided constructed of 10-gauge 304 stainless steel.	
Shall have 2"x6" bolt-in wood side boards above the hopper both sides and rear and shall be secured in place by corner and mid hopper 304 stainless steel braces. Rear mounted air deflection diffuser panel on back of V-box stainless steel (see picture)	
The V-Box shall safely mount to the truck chassis frame, with solid rear mounting and spring mounting front.	
AUGER SYSTEM	
The "dual augers" system shall be twin augers 7" in diameter running longitudinally with the body, feeding material the full length of the hopper.	
The augers shall consist of a 4" O.D. pipe with a 2" cold roll end shaft and fluting continuously welded the full length.	
The fluting shall be 1/2" thick. The fluting shall have three (3) different pitches so the hopper will unload evenly from the front, middle and rear.	
The augers shall be driven by an 18 H.P. hydraulic motors directly coupled by a spline shaft coupling.	
The drive motor shall have a sensor for ground speed.	
The coupling shall be equipped with grease fitting so that the motor spline and coupling can be lubricated.	
The idler end of the auger shall be supported by a 4-bolt flange, heavy duty, dust sealed, self-aligning ball bearing.	
This bearing must be able to be lubricated from the rear of the dump body.	
Both the auger drive and idler end plate shall be manufactured from 7GA. steel.	

An adjustable in height stainless steel inverted V shall be provided to keep material load off the auger for easier auger start-up.	
A protective carbon steel grate shall be placed over the exposed auger outside the hopper.	
The spreader shall be equipped with a safety interlock device to positively prevent power from reaching the auger motor when the auger covers, and top screens are opened beyond the normal operation position.	
Spreader shall dispense 75-100 lbs. per lane mile minimum with blast override button located on shifter	
TOP SCREENS	
The top screens shall be constructed of 3/8" rods welded to form a 2.5" square mesh which is framed by a combination of 1/4" x 1 1/2" flat steel and 2" angle iron with the edge supports reinforced by 1/4" x 1" flat steel bar.	
The screens shall be manufactured in sections not over 45" wide. Each section shall be easily removable by using the "drop-n-lock" type hinge. Screen utilizing hardware that may vibrate loose is unacceptable.	
SPINNER ASSEMBLY	
The distributor disc shall be at least 18" in diameter of 7-gauge steel and have six replaceable formed 7-gauge carbon steel fins.	
This disc shall be mounted on a cast iron replaceable hub and connected directly to the hydraulic motor.	
The material shall be guided from the auger to the disc by means of one adjustable, internal, 12-gauge stainless steel deflector.	
This deflector shall control the spreader pattern from right to left by controlling where the material drops on the disc.	
The entire spinner assembly shall be manufactured of not less than 12-gauge 304 stainless steel and shall be adjustable in height to accommodate chassis mounted V-box.	
There shall be four (4) spinner baffles, one front fixed, two side and one rear adjustable without the use of tools.	
The spinner disc shall be driven by an independent low speed high-torque "orbital type" motor.	
This motor shall be directly coupled to the spinner hub thus eliminating any extra extension shaft or bearings.	

The entire spinner assembly shall be capable of repositioning without the use of special tools to allow for cleaning, storage, and unloading from the conveyor without the interference from the spinner assembly.	
PAINT	
All stainless steel shall be left unpainted. Carbon steel components on the V-Box shall be chemically cleaned and coated with a lead-free rust inhibitive primer and painted with lead free black enamel.	
REAR BUMPER LADDER	
A heavy-duty rear bumper shall be provided, constructed of 12” structural channel and ¾” gussets. Powder Coated	
(2) RUD VLBS-16 35,000 lb. rated "D" rings mounted on side channels, (2) 1" x 4" x 3" "D" rings mounted on rear channel, a rear center channel pull with a 1” hole.	
The bumper assembly shall be bolted to the rear truck chassis frame.	
Shall have a bolt-on ladder, constructed of 2” heavy wall square tube with grip steps. The ladder shall be constructed over the chute and anchored to the hopper.	
Customer Service	
Truck Manufacturer-provide information that supports the dealership’s ability to meet the needs of Boulder County.	
Body Builder-provide information that supports the body builder’s ability to meet the needs of Boulder County.	
Please Bid the following options separately:	
1. Air disc brakes in lieu of air drum brakes	Cost Disc Brakes_____ Cost Drum Brakes_____
2. Front plow HD 12’x 48”	Installed Cost_____
3. Underbody scraper	Installed Cost_____
4. Wing Plow	Install Cost_____
5. Stainless Steel V-Box Sander Dual Auger Type	Installed Cost_____
6. Stainless Steel V-Box Conveyor Type	

	Installed Cost _____ _____
6. Extendable and Parrel lift Plow option for Tandem trucks	Installed Cost _____
7. Cab & Chassis Warranty Service Call Flat Rate If Applicable	Cost _____
8. Body Builder Warranty Service Call Rate If Applicable	Cost _____
SUCCESSFUL VENDOR SHALL PROVIDE: MINIMUM OF FOUR (4) HOURS TRAINING ON THE SAFETY, MAINTENANCE/SERVICE TO INCLUDE ENGINE AND TRANSMISSION, PROPER OPERATIONAL PROCEDURES BY FACTORY TRAINED/CERTIFIED PERSONNEL WITHIN THIRTY (30) DAYS FROM DATE OF DELIVERY AT BOULDER COUNTY FLEET SERVICES, 5201 ST. VRAIN ROAD, LONGMONT, CO. 80503	
PROVIDE: ONE (1) PARTS BOOKS (CD ROM IF AVAILABLE) AND ONE (1) TECHNICAL MANUAL (CD ROM IF AVAILABLE, ONE (1) OPERATOR'S MANUAL, ONE (1) LINE SHEET, AND ONE (1) ELECTRICAL SCHEMATIC WITH EACH UNIT DELIVERED.	
PROVIDE: ONE (1) COMPLETE SET OF REPLACEMENT FILTERS TO INCLUDE ENGINE CRANKCASE, AIR INDUCTION, FUEL AND COOLANT ALONG WITH ONE (1) LAMINATED FILTER REPLACEMENT LIST AND ONE (FLUID/OIL SPECIFICATION CHART AT TIME OF DELIVERY.	
CERTIFICATES, MANUALS, AND WARRANTIES:	
DOCUMENTS OF TITLE	
CERTIFICATES OF ORIGIN	
EMISSIONS CERTIFICATIONS	
REPAIR/OWNERS MANUALS SPECIFIED	
WEIGHT SLIP	
STATEMENT OF COMPLETE UNIT	
MOTOR VEHICLE REGULATIONS:	

Unit(s) ordered shall be furnished with all equipment necessary to comply with all applicable rules and regulations of the Colorado Department of Motor Vehicles and shall be in compliance with Safety Standards required by the Federal Motor Vehicle Standards required by OSHA and applicable ANSI standards in reference to the operation of such vehicles within the State of Colorado.	
GUARANTEES AND WARRANTIES:	
Units furnished hereunder shall be fully warranted (bumper to bumper) on parts and labor for a minimum of three (3) years. In the event that a factory standard warranty exceeds our stipulated warranty, the factory standard warranty shall prevail.	
No deductible shall apply during the first three (3) years of coverage.	
It is understood that units offered in response to this request for proposals will be of new design. In the event that unforeseen operational problems occur because of new design, the manufacturer shall warrant that it will retrofit at no cost to Boulder County, any improvements developed to correct problems of repeated or early failure in meeting acceptable performance standards for a period of one (1) year from date of delivery	
WARRANTY REPAIRS:	
Cab & Chassis provided hereunder are under warranty (bumper to bumper), all repairs shall be completed within five (5) working days after receipt of units. This period may be extended at the user's option and such extensions shall be documented in writing.	
SERVICING:	
Units ordered under this Price Agreement shall be completely serviced and ready for operation upon delivery.	
PARTS AVAILABILITY:	
All replacement parts/components required by Boulder County shall be provided within five (5) working days during the warranty period. This period may only be extended at the user's option.	
PARTS DISCOUNT:	
Parts discount to be provided to Boulder County.	
Truck Manufacture	Parts Discount Offered _____
Body Builder	Parts Discount Offered _____
RESPONSIBILITY OF VENDORS:	

<p>It shall be the responsibility of the vendor to secure written quotation on price and delivery from manufacturers meeting the general specifications set forth herein. Only those manufacturers who can provide delivery of completely assembled unit(s) within a date acceptable to Boulder County, shall be considered by the bidder.</p>	
<p>Maintenance and reliability experience of units in service for at least one (1) year.</p>	
<p>Dealer may be required to provide additional data on actual performance of equipment, which in the opinion of the bidder will assist Boulder County in selecting the most effective cost-efficient unit offered by bidder.</p>	
<p>CHASSIS MAKE AND MODEL PROPOSED: _____</p>	
<p>Truck Manufacture State Time of Delivery: _____ \$25 per day dollar penalty for each day past stated delivery</p>	
<p>Body Builder Completion Delivery Date After Truck Delivery _____ \$25 per day dollar penalty for each day past stated delivery</p>	
<p>Item 1. Net price for Boulder County Fleet Services, 5201 St. Vrain Rd., Longmont, CO. 80503. Two (2) Current Production Year, Mack AWD Snowplow Trucks with 12' Auger Type V-Box Sander, and Front Mount Plow at the following net cost.</p>	
<p>\$ _____ per unit</p>	
<p>Written _____ Dollars.</p>	
<p>Make: _____</p>	
<p>Model: _____</p>	
<p>Delivery will take _____ after receipt of order.</p>	







End of Specification Section



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

W-9 REQUIREMENTS

W-9 REQUIREMENT

Provide a copy of your business's W-9 with your proposal.



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

SUBMITTAL SECTION

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

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

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

THIS QUESTION MUST BE ANSWERED AS PART OF YOUR BID PACKAGE: Proposer will answer Yes or No indicating compliance:

YES OR NO	ITEM
	Do you customarily keep line-item pricing information, such as the information being submitted with this proposal, confidential or closely-held?



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

EVALUATION CRITERIA

The proposals will be reviewed by a selection committee. The committee may request additional information from vendors 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:

- Quality and accuracy of price quotes
- Product lines that meet our needs
- Timelines for delivery
- Quality of proposed products
- Budget and cost

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
Quality and accuracy of price quotes	20
Product lines that meet our needs	20
Timelines for delivery	20
Quality of proposed products	20
Budget and cost	20
Total Possible	100



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

SUSTAINABILITY QUESTIONNAIRE

Company Name: _____ Date: _____

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- We have an established zero waste program.
- We utilize a facilities energy management system.
- We have adopted a climate action plan.
- We have a water conservation program.
- We have formed a sustainability committee to identify sustainable solutions for our company.
- We are a member of various sustainability organizations.

- We are recognized by peers and environmental organizations for providing leadership in Sustainability.
- None
- Other - what other programs do you have in place or planned for promoting resource. Efficiency?

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

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

Provide Sustainability Policy Statement:

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

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

Provide reason, date and outcome of the citation:

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

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

Provide certification:



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

SIGNATURE PAGE

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

By signing below, I certify that:

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

I am not currently an employee of Boulder County.

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

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

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

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

Date

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

BOULDER COUNTY SAMPLE CONTRACT

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

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

1. **Incorporation into Contract:** The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.
2. **Work to be Performed:** Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.
3. **Term of Contract:** The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.
4. **Payment for Work Performed:** In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**.
5. **Invoicing:** Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month for completion of any Work performed in the prior calendar month. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.
6. **Extra Time to Complete the Work (Additional Time only):** If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work by sending a written notice of extension to Contractor. An extension of time to complete the Work does not entitle Contractor to additional compensation from County.
7. **Extension of Contract Term (Additional Time and Work):** Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

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

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

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

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

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

13. Termination

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

b. Non-Appropriation: The other provisions of this Contract notwithstanding, County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to

believe that sufficient funds will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.

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

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

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

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

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

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

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

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

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

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

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

20. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. §

38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.

21. 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.

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. 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.

[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:			