



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

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number:	7464-23
RFP Title:	Elevator Maintenance Services
Pre-Proposal Meeting:	May 1, 2023 – 9:00 a.m. Boulder County Justice Center 1777 6 th Street, Boulder, CO 80302
RFP Questions Due:	May 2, 2023 – 2:00 p.m.
Submittal Due Date:	May 9, 2023 – 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 Bid Tab Submittal Checklist Evaluation Criteria Signature Page Sample Contract Elevator List



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PROPOSAL INSTRUCTIONS

1. Purpose/Background

Boulder County Public Works, Building Services Division, is seeking Bids from qualified vendors for Elevator Maintenance including all in attached Exhibit A - Elevator Schedule. The awarded Contracts will be generated for a term of one (1) year with the option to renew for four (4) additional years. Prices for services will be locked at amounts proposed and agreed to in said contracts for the term of the contracts.

2. Mandatory Pre-Proposal Meeting

A mandatory pre-bid job walk will be held on **May 1, 2023, at 9:00 a.m.** We will meet in the elevator lobby, just past security, of the Boulder County Justice Center, 1777 6th Street, Boulder, CO 80302. We will conduct building walkthroughs at any or all the buildings listed in Exhibit A, as requested by contractors. Include in the bid all considerations necessary to accomplish the work under existing conditions. Additional Charges will not be authorized due to the contractor's failure to become familiar with the existing conditions.

If a representative from your company attended the mandatory pre-bid meeting for BID #7415-23 you are not required to attend this meeting.

Proposals from firms not represented and signed in at the mandatory, pre-proposal meeting, and site visit will not be accepted. Firms must stay for the entirety of the pre-proposal meeting to be eligible to submit a proposal.

3. Written Inquiries

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before **2:00 p.m. May 2, 2023**. A response from the county to all inquiries will be posted and sent via email no later than **May 4, 2023**.

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

4. Submittal Instructions

Submittals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on May 9, 2023**. **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 # 7464-23** 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): Americans with Disabilities Act: If you need special services provided for under the Americans with Disabilities Act (ADA), please contact the Boulder County ADA Coordinator or Human Resources office at (303) 441-3525 as soon as possible to allow sufficient time for service delivery ahead of applicable due dates.



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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: 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/>.



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SPECIFICATIONS

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- A. Full Maintenance Contract: Provide annual total cost for the following requirements/sections, unless otherwise noted as separate cost in the “submittal page”, for elevators identified in Exhibit A. The awarded contractor will be asked to provide a breakdown of costs associated to each elevator on the attached list for monthly billing purposes. Payments will be made on invoices received after the work has been completed.
- a. Contractor under this contract will maintain the entire elevator equipment to insure it passes annual inspections as hereinafter described, on the terms and conditions subsequently set forth. Contractor will use Factory Certified personnel or equivalent, directly employed and supervised by the Contractor. Personnel will be qualified to keep the equipment properly adjusted and will use all reasonable care to maintain the elevators in proper and safe operating condition.
 - b. In compliance with the Preventative Maintenance Schedule, Contractor will adjust, clean, lubricate, furnish lubricants, and when conditions warrant repair or replacement; including but not limited to, worn Gears, Thrusts, Bearings, Communicators, Rotating Elements, Coils, Contracts, Registers, Magnet Frame, and other mechanical parts. These replacement parts shall be original equipment manufacturer (OEM) parts or the equivalent. Any repair more than \$250.00 will require a separate written estimate to be submitted for approval by the designated authority.
 - c. Contractor will keep the Guide Rails properly lubricated, secured and always aligned except where roller guides are used, and when necessary, renew guide shoe gibes or guide rollers, to assure smooth and quiet operation.
 - d. Contractor will periodically examine all safety devices and governors and equalize the tension on all hoisting ropes. All safety tests required by the ANSI A17.1 - 981 and A17.1A - 1981 and/or required by these specifications shall be performed annually.
 1. All elevators are in buildings which contain emergency electrical systems, requiring ANSI/AMES testing per 1000.6. It is the bidder’s responsibility to identify any other one-time (less frequent than annual) tests, replacements

and/or repairs needed by Boulder County at this time; include identification of said items/tests and price separately.

- e. Contractor will renew all wire ropes as often as necessary to maintain an adequate factor for safety, and repair and/or replace conductor cables.
- f. All lubricants used by the Contractor will be as specified by the manufacturer of the equipment.
- g. Contractor will also examine, lubricate, adjust, repair and/or replace the following equipment:
 - Interlocks
 - Car and Hatch Door Operators
 - Car and Hatch Door Hangers
 - Door Closers
 - Signal System
- h. The following items of elevator equipment are not included in this contract:
 - Hoistway Enclosure
 - Interior Finish of Cab
 - Car Door (Finish)
 - Hoistway Door Panels
 - Frames and Sills
 - Power Switches and Feeder to Controller

B. Maintenance Operations Checklist: The following checklist of inspection and maintenance operations shall be followed in carrying out the performance of this contract. This checklist constitutes the minimum of operations to be provided. The contractor must recognize that additional services may be required to comply with performance evaluation requirements. The contractor is required to submit a part list and cost data to the County.

1.	Ride each car, check operation of car and hatch doors, acceleration, deceleration, floor stops and brake action. Make corrections as necessary.
2.	Inspect and wipe clean all motors, machines and generators.
3.	Inspect controllers, selector, selector drives and governors.
4.	Clean and adjust all controller and selector contacts. Renew worn contacts and/or shunts where necessary. Check sequence of operations.
5.	Wipe clean all motor, generator, and exciter communicators, clean, and check brushes and brush holders. Renew or reset brushes if necessary.
6.	Clean and lubricate direction and accelerating switches.
7.	Inspect brake operations. Check shoe to brake pulley clearance and adjust as required for proper operation. Clean pulley if necessary.
8.	Clean hoistway pits and inspect equipment in them. Sump pumps are not part of this specification.
9.	Inspect working parts of all governors for proper operation.
10.	Inspect all door operating equipment, including motor brushes, communicators, belts or chains, contacts, drive vanes and blocks. Clean, lubricate, adjust, or replace as necessary.
11.	Check retiring cam operation and make necessary adjustments or corrections.

12.	Examine all wire ropes and fastenings, check, and adjust rope tension.
13.	Examine traveling cables for wear and position.
14.	Examine counterweight and compensation ropes. Check and adjust compensation ropes. Clean compensation and counterweight.
15.	Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair as necessary.
16.	Lubricate selector drive screws and guides and clean contacts if necessary.
17.	Clean and lubricate automatic slow down and stopping switches on top of cars.
18.	Clean car position indicators, adjust if necessary.
19.	Inspect, clean and lubricate car guides (unless roller guides are used).
20.	Check car fan motors for proper operation.
21.	Inspect drive and secondary sheaves, clean if required.
22.	Check bearings for proper operation and wear.
23.	Examine machine gear teeth for cutting or noise.
24.	While riding on top of cars, physically check condition and operation of door locking equipment.
25.	Perform electrical test of door interlock circuits.
26.	Examine door locks and door closer equipment. Clean door channels.
27.	Examine car and counterweight guide shoe and fastenings.
28.	Renew gibes or rollers when necessary. Lubricate sliding guide shoes.
29.	Remove car station cover, blow out, clean or lubricate switches and buttons.
30.	Examine, clean with proper solution, and repair as necessary communicators, brushes and brush holders of all small control motors and regulators.
31.	Thoroughly examine and clean starter and control panels.
32.	Check, clean and adjust operation of slow down on limit switches. Examine all parts of governor and safety for proper operations. Clean and adjust.
33.	Examine, clean and oil, if necessary, the buffers. Perform "hand test" of plunger return.
34.	Blow out and vacuum controller motors and M.G. Sets.
35.	Drain machine gear oil, seal any oil leaks, examine gear teeth, refill with fresh oil.
36.	Overhaul machine brake, including disassembly, cleaning, replacement of worn components, reassembly, and readjustment.
37.	Clean and lubricate hatch door hanger tracks and door arms.
38.	Examine car and counterweight wire hoist ropes and governor ropes for wear and condition. Re-rope if necessary.
39.	Clean rails, hatch walls, car top, pit, overhead sheaves, and beams. Check bracket bolts for tightness.
40.	Perform annual no load safety test.
41.	Perform ANSI A17.1 1000.2-3-4-6 safety test as applicable (contract speed, full load).

C. Spare Parts Inventory List: To assure the maximum use of the elevators and a minimum shut down time for emergency repairs, the successful bidder will be required to have access to and maintain an inventory of the following parts. It is the understanding of the designated authority that, due to the age of some of the equipment included in the Preventative Maintenance Contract, parts may not be available for inventory or may be cost prohibitive. The Contractor will make every

reasonable effort to obtain parts for repair in a reasonable timeframe and provide an estimate of repair completion.

<u>PART NAME</u>	<u>QUANTITY PER ELEVATOR OR PAIR OF ELEVATORS</u>
Contacts	(12) of each size and type
Leads	(12) of each size and type
Brushes (Motor and Generator)	(2) sets of each size and type
Coils	(1) of each size and type with (1) extra or for each (2) that are identical
Toggle Switches	(1) of each size and type
Relays	(1) of each size and type
Springs	(1) of each size and type
Condensers	(2) of each size and type
Selector Tape	(1) of sufficient length to fit any elevator in the building
Fuses	(12) of each size
Electronic Tubes	(6) of each size and type
Push Buttons	(6) of each size and type
Door Locks	(1) of each type
Mechanical Switches	(1) of each size and type
Cleaning Materials	(1) can of each type in each machine room
Lubricants	(1) can of each type in each machine room
Check Chart	(1) for each type of elevator

- D. Performance Requirements: It is the intention of this specification that elevator equipment be maintained so as to preserve the operating characteristics in line with the original design. Should designated authority find through his own investigation or that of his representatives that these standards are not being maintained, the Contractor shall be given twenty-four (24) hours' notice to restore the performance to the required level. Failure by the Contractor to restore the performance to the required level within a forty-eight (48) hour period shall constitute sufficient cause for termination of the contract by reason of default, at the option of the County.

The following performance levels of the original design shall be maintained at all times:

- a. Contact speed of all elevators, dumbwaiters and escalators shall be maintained, and brake to brake flight times shall be maintained as originally installed.
- b. Leveling accuracy of all elevators shall be maintained at all times.
- c. Opening and closing times of all hoistway and car doors shall be maintained within limits of ANSI A17.1, ANSI A17.1 - 1981, ANSI A17.1a - 1981, ANSI/ASME A17.1 - 1981 codes, yet assuring minimum standing time at each floor.
- d. Door reversals on all elevators equipped with mechanical safety shoes shall always be initiated within the stroke of the shoe. Light ray devices shall be operable at all times under normal operation.
- e. Variable car and hall door open times shall be maintained in accordance with original specifications. Deviations from this will not be permitted.

- f. Elevators operating under Group Supervisory Systems shall operate at all times in accordance with design specifications as originally installed. The Contractor shall be required to periodically test these systems and submit to the County test data indicating performance levels of system and proof that variable and fixed features are operating properly, and all circuits and time settings are properly adjusted.
- E. Availability of Rotating Elements: To further ensure a minimum shutdown time, the Contractor shall have available and on the job site within forty-eight (48) hours, for replacement purposes under this Contract, at least one (1) armature and one (1) set of motor field coils for each type of generator, drive motor, gearless machine or exciter which is included in the equipment covered by this Contract. In addition, Contractor shall have available and on job site within forty-eight (48) hours for replacement purposes at least one (1) of each type of door control motor included in the equipment covered by this contract. It is the understanding of the designated authority that at times, the contractor is at the mercy of outside influences that may determine part or parts availability. The Contractor will in these cases provide a best estimate for repair completion.

F. Additional Provisions:

- a. Contractor shall not be under any obligation hereunder to make any renewals or repairs except those incidentals to the operation of the machinery.
- b. The price herein named contemplates routine service work to be done during regular working hours on regular working days of the trades involved.

If overtime work is requested by the designated authority covering routine service work, examinations, or repairs at times other than regular working hours 7:00 a.m. to 3:30 p.m., Monday through Friday, the Contractor will absorb the hours worked at single time rates, and the designated authority will compensate the Contractor for overtime bonus hours only at the Contractor's usual overtime rate.

- G. Default: The designated authority may, by written notice of default to the Contractor following Section 17 of the Contract, terminate the whole or any part of this contract if the Contractor fails to perform the service within the time specified in the manner required herein.

In the event the designated authority terminates this contract in whole or part as provided therein, he may procure in such manner as seems appropriate, supplies or services similar to those so terminated and the Contractor shall be liable for any excess cost for such similar supplies or services. However, Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- H. "Man-hour" Labor: The successful bidder will be required to provide the necessary manhours required:
- a. for the **monthly** routine cleaning, inspection and adjusting service
 - b. for tuning and adjusting of control systems and other maintenance such as hatch cleaning, safety tests, governor tests, etc. to ensure the equipment is in good operating condition at all times.

This time does not include man-hours consumed in emergency callbacks either during regular working hours or after regular working hours, nor does it include hours used for major maintenance repairs.

- I. The Contractor shall be responsible for screening, hiring, training, and directing all his personnel. Boulder County will require and conduct a background/security check for all personnel assigned to each building and for each new employee working under the Boulder County Elevator Maintenance Contract. A prior criminal record involving theft or felony conviction will disallow an individual from working in a county building.
- J. The vendor will be responsible for payment to Boulder County Buildings for any keys which are lost. In addition, the Facilities Manager reserves the right to require that a building be entirely or partially re-keyed at the Vendors expense, if in the opinion of the Facilities Manager, the security of the building has been compromised.
- K. No Fumes Clause

The use of any product which causes fumes or irritants to permeate through or into the building and would cause a reasonable person physical distress or discomfort, such that it would be necessary to vacate users of the building, is strictly prohibited during business hours. Violators will be subject to \$5,000.00 per day fine for noncompliance. Any exceptions to this will require written approval from the County's Representative. The Contractor and County acknowledge and agree that the liquidated damages specified herein are reasonable in amount and are not disproportionate to anticipated actual damages. The County shall have the right to deduct liquidated damages from any amount due or that may become due to the Contractor, or to collect such liquidated damages from the Contractor or its surety.

- L. Scheduling of Work

All work must be scheduled in advance with the County's Representative. No work will be allowed on site unless scheduling has been approved. Damages resulting from unscheduled work, including compensation for but not limited to loss of work time of Boulder County employees, physical damage to the building and any other corrective measures required will be the responsibility of this Contractor.



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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS

Commercial General Liability

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

Automobile Liability

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

Workers' Compensation and Employer's Liability

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

Umbrella / Excess Insurance

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

Boulder County as Additional Insured: Boulder County shall be named as an additional insured for General Liability and Umbrella/Excess 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 regard to General Liability and Umbrella/Excess Liability:

If any or all these coverages are required above, additional insured status will be required at the time a contract is executed.

Note that the above insurance amounts are the minimum required for this project. Proof of current insurance must be provided with your proposal in the form of a sample certificate. You are NOT required to include additional insured status until the time a contract is executed. If you require a waiver of insurance requirements, you may request one in your response with an explanation.

W-9 REQUIREMENT

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



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SUBMITTAL SECTION

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

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

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



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BID TAB

Provide a price/response for each item as listed below. Boulder County will award contract to the bidder which best satisfies the needs of the maintenance agreement not necessarily the lowest price.

1. Base Cost: Full Maintenance (Contract item #4 “Payment for work performed”)

Base Annual Cost: _____ dollars
 (\$_____)

2. Emergency Callback Staff Costs – This is for your staff response to an after-hours emergency call.

Crew	Straight Time	Time & ½	Double Time
Mechanic Only			
Mechanic w/Helper			

3. Additional Required Maintenance Items/Test Not Previously Specified:

Item/Test Description	Required Annually/Monthly?	Cost Associated
		\$
		\$
		\$
		\$
		\$
		\$

Please answer the following questions. Attach a separate page if needed.

1. When does overtime apply under the contract?

2. What are the differences between overtime trouble calls and overtime repairs as they relate to the contract?

3. Is travel time a consideration because of location or union agreement?
4. Do trouble calls count as a regular monthly service call?
5. What is the response time for a trapped passenger?
6. What is the availability of spare parts?



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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:

- Information presented in proposal
- Ability of the vendor to provide quality and timely products and services
- Billing rate; hourly, overtime, contract
- Qualifications and experience of the vendor
- References
- Base annual 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
Information provided in proposal	20
Ability of the vendor to provide quality and timely products and services	20
Billing rate; hourly, overtime, contract	20
Qualifications and experience of team	10
References	10
Base annual cost	20
Total Possible	100



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SIGNATURE PAGE

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

By signing below, I certify that:

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

I am not currently an employee of Boulder County.

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

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

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

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

Date

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

BOULDER COUNTY SAMPLE CONTRACT

THIS CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the [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.

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.

ii. **Automobile Liability**

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

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.

iv. **Umbrella / Excess Insurance**

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

[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:			

Loc. #	#	Buildings	Address	Make
		Boulder Downtown Complex		
1006	1	County Courthouse	1325 Pearl	Dover/Otis
1007	2	Courthouse - EW	2025 14th St.	Kone
1008	3	Courthouse - WW	2020 13th St.	Magnatech
1005	4	Courthouse - Annex	2045 14th St.	Dover/Otis
	5			Southworth
		Boulder West Facility		
1047	6	Justice Center	1777 6th St.	1-Haughton
	7			2-Haughton
	8			3-Haughton
	9			4-Haughton
	10	Decommissioned		5-Haughton
	11			6-Haughton
	12			7-Thyssen
	13			8-Thyssen
	14			9-Thyssen
	15	JC DA		
		Boulder North Broadway Campus		
1001	16	Clinica Building	2525 13th St.	Dover
1030	17	North Broadway-PH/SS	3400 N Broadway	Thyssen
1029	18	North Broadway-OCH	3460 N Broadway	Dover
		Boulder East Facilities		
1020	19	Jail Admin	3200 Airport Rd.	Thyssen
1022	20	Communications Center	3280 Airport Rd.	Thyssen
1044	21	Sheriff Headquarters	5600 Flatirons Pkwy	Uniprom
	22			P-Flow
1060	23	Clerk & Recorder	1750 33rd St.	Dover
	24			Thyssen
	25			Thyssen
1040	26	Recycle Center	1901 E. 63rd St., Bldg A	Thy/Dover
3284	27	SE County HUB	1755 S. Public Road	Thyssen
		Longmont/Lafayette Facilities		
3139	28	St. Vrain Complex	529 Coffman, Long	Dover
	29	New Hub	529 Coffman, Long	Dover
1048	30	Longmont Courts	1035 Kimbark, Long	Thy/Dover
1035	31	OSTC-POS Admin	5201 St Vrain - Bldg 1	Thyssen
1034	32	OSTC - Fleet	5201 St Vrain - Bldg 4	P-Flow
1038	33	OSTC - Road Maint	5201 St Vrain - Bldg 5	WilDeck/Del