REQUEST FOR PROPOSAL

BOULDER COUNTY SUSTAINABLE AGRICULTURE RESEARCH AND INNOVATION INITIATIVE

RFP # 6617-17

BOULDER COUNTY PURCHASING
2025 14TH STREET
BOULDER CO 80302

SUBMITTAL DUE DATE
TUESDAY, MARCH 28, 2017
2:00 P.M.

Purchasing@bouldercounty.org
BACKGROUND FOR PROJECT:

Purpose and Scope:
Boulder County Parks and Open Space (BCPOS) is seeking qualified companies, organizations, and vendors to submit proposals for the establishment and implementation of a long-term, sustainable agriculture research and innovation initiative in Boulder County. BCPOS expects this initiative to persist for many years, subject to favorable periodic reviews, regarding acceptable performance and progress.

The Boulder County Parks and Open Space Cropland Policy (2011) sets forth the policies and practices that define sustainable agriculture on Boulder County Parks and Open Space lands. The policy states, “sustainable agriculture is defined by a long term view and by farming practices that ensure that croplands can be farmed and crops produced in perpetuity without diminishing yield, quality of crop, or health and resource of the soils, by continually regenerating soil quality in balance with what is removed in food and fiber.” The policy further establishes that “sustainable agriculture provides a livable financial base for the farmer and both serves and receives support from the local economy in which it operates.” Other important factors to consider in characterizing sustainability include such diverse issues as water quality, pollinator health, and greenhouse gas emissions, as well as, adaptation in climate change to enhance farm resiliency.

The Cropland Policy also asserts that “there are many definitions of sustainable agriculture, and most of them include three elements: economic, environmental and social sustainability. Examples include the work of policy organizations such as the USDA National Institute for Food and Agriculture, the Leopold Center for Sustainable Agriculture, and Sustainable Agriculture Research and Education.”

Lastly, Boulder County believes all three elements are important to consider and incorporate in the application of sustainable agricultural practices.

The selected vendor(s) will provide essential technical and operational support to carrying out a research and engagement agenda that expands and advances the application of effective sustainable agriculture practices countywide.

Project description:
The Boulder County Sustainable Agriculture Research and Innovation Initiative (SARI) will conduct applied research and provide evidence-based, educational outreach, and engagement to support Boulder County’s agricultural producers, food systems, and broader community in a concerted effort to advance and strengthen sustainable agriculture on public and private land. Research will test current and proposed agricultural production practices for environmental benefits with both broad ecosystem and direct farm agro-ecology benefits, economic benefits such as, financial returns to producers and local food systems, and social benefits which include public benefits from open vistas and reduced toxicity agriculture, greater connection to the land, and improved access to locally produced food for farms of all sizes.
Current agricultural research applicable to agro-ecosystems of the Rocky Mountain foothills interface region of the high plains environment is limited. This initiative will take into account the specifics of this local ecosystem and the farm profitability for farmers in the community. This initiative will be a local, science-driven asset that enables farmers on both public and private farmland to reach a variety of sustainable agriculture goals. Examples of questions SARII will explore include but are not limited to:

1. How can farmers’ best participate in and practice climate smart agriculture with regard to sustainably increasing agricultural productivity and incomes, in the face of climate change, adapting and building resilience to climate change, and reducing and/or removing greenhouse gas emissions?
2. If not Genetically Engineered (GE) crops, what alternative crops are viable for Boulder County production, marketplace demand, and net farm income comparable to GE crops?
3. How can farmers utilize no-till practices in organic production and maintain sufficient weed control?
4. How can farmers optimize soil health indicators such as; compaction/structure, soil organic matter, beneficial biology, water infiltration/percolation, and aggregate stability and what are the benefits of those indicators, including water and crop health?
5. How much water holding capacity is provided by soil health increases in terms of soil organic matter and infiltration rates?
6. What irrigation scheduling technology makes sense for a local grower based on their needs?
7. How can farmers reduce electricity demand with pumping and cooling and diesel use in tractors and other farm equipment?
8. How can farmers gain effective insect and disease control incorporating the least toxic solutions and optimal marketable crop yield?

Each of these practice-based questions will also consider the economic impact to farm business and create a better understanding of the economic implications for different farming practices and crops at farm and community levels. In addition, systems-based questions related to energy consumption and climate change impacts, such as greenhouse gas emissions, pesticide toxicity and use, environmental impact quotient, pesticide fate and risk modeling, water quality and consumption, and others as deemed appropriate will utilize “life cycle analysis” methodologies to best understand total system impacts beyond farm boundaries.

Boulder County will provide land and water resources and staff time through its Parks and Open Space Department. The Colorado State University Extension Department of Boulder County (CSUE) will help facilitate project development among all partners and stakeholders and bring additional resources to the development and implementation of SARII.

The attached Envisioning Document (Attachment A) provides additional and important detail on this project’s purpose, goals, and scope.
**CONTRACT LANGUAGE:**

**Contract Award and Execution:**
The successful bidder will be required to enter into a Contract for Services for three (3) years with an option to renew, in writing, each additional year based on an annual review of progress and meet all insurance requirements as required prior to any work beginning. If the selected vendor fails to sign and return the contract within ten (10) business days of delivery of the final contract, Boulder County may elect to cancel the award and award the contract to the next highest-ranked vendor.

No cost chargeable to the proposed contract may be incurred before the vendor has received a fully executed contract.

Boulder County reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposal should be initially submitted on the most favorable terms the vendors can offer. It is understood that the proposal will become a part of the official file on this matter without obligation to Boulder County.

The general conditions and specifications of the RFP and the successful vendor’s response, as amended by agreement between Boulder County and the vendor, will become part of the contract documents. Additionally, the County will verify vendor representations that appear in the proposal. Failure of the vendor’s products to meet the mandatory specifications may result in elimination of the vendor from competition or in contract cancellation or termination.

Boulder County will not reimburse the contractor for overtime hours work (weekends and evenings), travel, lodging, meals or other business costs. Insure these costs are included in the RFP response.

**W-9 REQUIREMENT**
Please provide a copy of your business’s W-9 with your proposal.

**BONDS:**
Payment and Performance Bond requirements are addressed in the attached Sample Contract. Payment and Performance bonds will be required for bids over $50,000.00. Bonds must be received and approved, by the County, prior to work commencing. A Notice of Final Settlement will be required.

*A Mandatory Pre-Bid meeting is scheduled for Tuesday, February 28, 2017 at 1:00 p.m., located at the Boulder County Parks and Open Space, Haley Farm property located at 10760 Mineral Road, Longmont, Colorado 80504. A representative from your company must be in attendance at the meeting. Bids from firms not represented at the Mandatory Pre-Bid meeting will not be accepted.*

**ATTACHMENTS:**
The following documents are part of this RFP # 6617-17
1. Attachment A: Envisioning Document
3. Attachment C: Sample Contract
BOULDER COUNTY INSURANCE REQUIREMENTS:

Insurance requirements are addressed in the attached Sample Contract and are listed below. All insurance requirements must be received and approved, by the County, prior to work commencing.

General Liability: $1,000,000, Each Occurrence
$2,000,000 General Aggregate

Automobile Liability: $1,000,000 Each Accident

Workers’ Compensation and Employer’s Liability: Statutory Limits

Professional Liability: $1,000,000

Pollution Liability: $1,000,000

Farmer’s Liability: $1,000,000

Umbrella $1,000,000

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; bids will not be awarded to Vendors/Contractors that do not meet the minimum insurance requirements for this project.

WRITTEN INQUIRIES:

All inquiries regarding the Bid document shall be submitted, in writing via email, to the Purchasing Office at purchasing@bouldercounty.org by Tuesday, March 7, 2017 on or before 2:00 p.m. A response from the County to all inquiries shall be sent via certified mail, fax, or email to all vendors no later than Tuesday, March 14, 2017 on or before 2:00 p.m. Only questions submitted in writing and subsequently answered in writing can be relied upon.

SUBMITTAL INSTRUCTIONS:

Submittals are due in the Administrative Services Front Desk or the email box (preferred) listed below, for time and date recording on or before 2:00 p.m. on Tuesday, March 28, 2017.

Your response can be submitted in the following ways. Please note that e-mail responses to this solicitation are preferred, but are limited to a maximum of 25MB capacity. NO ZIP FILES ALLOWED. Electronic submittals must be received in the e-mail box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This e-mail 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.

E-Mail purchasing@bouldercounty.org identified as RFP # 6617-17 in the subject line.

-OR-

US Mail Two (2) unbound copies of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as RFP # 6617-17 to the Administrative Services Reception Desk at 2025 14th Street, Boulder, CO 80302. Please allow at least 2 days for delivery of USPS Priority and Express Mail.
All RFPs must be received and time and date recorded by authorized county purchasing staff by the above
due date and time. Sole responsibility rests with the Offeror 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
offeror.

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.

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) 441-3508 at
least 48 hours before the scheduled event.
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 shall furnish the information required in the proposal.

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 (Office of Purchasing) 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 shall be withdrawn for a period of thirty (30) days subsequent to the opening of RFPs 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 RFPs will not be accepted or considered. It is the responsibility of proposers to insure that the RFP arrives in the office of the County Purchasing Agent prior to the time indicated in the “Request for Proposal.”

8. The proposed price shall 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 shall not rely upon such interpretations, corrections and changes. The County’s Representative will not be responsible for oral clarification.

10. Confidential/Proprietary Information: RFPs submitted in response to this “Request for Proposal” and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract shall be clearly stated in the RFP itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposed price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.

11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Bidders 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. Bidders 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 shall 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/.
RFP # 6617-17
BOULDER COUNTY SUSTAINABLE AGRICULTURE RESEARCH AND INNOVATION INITIATIVE

SPECIFICATIONS:
Vendor duties and requirements:
Boulder County seeks a firm/organization that will establish, implement, and manage SARII by providing leadership, bringing additional resources, and collaborating with multiple local partners and stakeholders to implement this long-term project. BCPOS and CSUE will oversee and direct all aspects of the vendor’s operation of SARII. While final approval authority for the development and implementation of SARII resides with Boulder County, the county anticipates that responding vendors will submit suggestions for the development of this research initiative based on their previous experience with research centers, agricultural experiment stations, and similar collaborative efforts.

The selected vendor(s) will:

1. Contribute staff and/or funding for the staffing of SARII.
2. Work with BCPOS and CSUE to develop, manage, and operate SARII.
3. Coordinate the site development with BCPOS and CSUE and provide ongoing maintenance and management of the research facility.
4. Implement and oversee research studies recommended by the steering and research committees at the research facility, in addition to those that may be implemented off-site, as part of the efforts to validate practices at larger scales.
5. Secure financial resources including grants, and recruit additional technical expertise for SARII’s implementation.

Attributes required of firms or organizations must include, but are not limited to:

1. Administrative and technical experience in research implementation of at least 10 years as primary administrator of an agricultural research center or comparable endeavor which has:
   a. Conducted replicated plot research.
   b. Demonstrated success scaling up small plot research to successful farm scale implementation.
   c. Implemented demonstration plots and fields days for farmers and the public.
   d. Disseminated primary research findings on a local and state level to target audiences, especially agricultural producers.

2. Ability to work with a diverse set of stakeholders across the agricultural production spectrum including:
   a. Organic farming systems (e.g., National Organic Program certified, regenerative, biological, biodynamic, permaculture).
   b. Mainstream farming systems (e.g., conventional with GE, conventional without GE, conservation tillage, precision agriculture).
   c. Mixed farming systems (drawing from both systems).
   d. Integrated farming systems (animals on cropland) may also be considered.
3. Demonstrated understanding of core sustainable agriculture values and leading edge, science-based sustainable agriculture practices and issues with a systems approach including:
   a. Farm profitability
   b. Climate-smart agriculture
   c. Integrated pest management
   d. Soil health
   e. Irrigation water optimization
   f. Energy conservation
   g. Toxicity regarding environmental and human health
   h. Pollinator health

**Project Resources Provided by Boulder County:**
Haley Property Land, Water, Infrastructure, and Improvements

1. Land: 150 acres including 145 productive acres of Prime Farmland. Site includes good access and visibility, bordered by US Highway 287 and State Highway 52. If a portion of the land is not needed for the research facility, BCPOS reserves the right to lease the unused portion in coordination with the vendor(s).

2. Irrigation Water: Senior water rights associated with the Haley Farm provide approximately 1.7 ac-ft/ac of irrigation water in an average year. Actual amount of water may vary. There is the potential for supplemental water to be provided.

3. Farm buildings: 25’ x 60’ shop/utility, 120’ x 40’ open shed located on a 1½ acre farm yard. A house exists adjacent to the farm yard/buildings which is currently leased as a residence. This residence is not part of the property available at this time. If the house becomes available in the future, there is potential for the house to become part of the SARII operations.

4. Two (2) 500 gallon fuel tanks with compliant containment.

5. Electric service to farm yard.

6. Domestic water at farm yard.

7. Irrigation infrastructure:
   a. The entire west half of the property is served by a concrete lined ditch.
   b. The east half of the property is served by earthen ditch that conveys water to furrow and flood irrigated fields.
   c. A tail water detention and sedimentation pond. BCPOS will provide cleaning of pond as necessary.

8. A future irrigation infrastructure is being considered. BCPOS will wait to incorporate any irrigation structure until the selected vendor(s) has been chosen and will determine such improvements upon their request and design. BCPOS will fund and coordinate installation of future irrigation infrastructure including sprinklers.

9. John Deere RTK signal provided for GPS guidance for precision agriculture equipment.

10. No septic or other sanitary facilities currently provided. County will assist with the acquisition of sanitary facilities as site development proceeds.

11. The farm is not fenced.

12. An on-site weather station will be installed prior to property possession.
Staffing Resources:

1. Project manager – BCPOS will provide a full-time staff person to coordinate with the selected vendor(s) on behalf of Boulder County and serve as a coordinator for the steering committee.
2. CSU Extension staff will contribute to many aspects of the project, especially outreach and engagement activities.

DELIVERABLES:

Contractor Deliverables and Project Resources:

Boulder County requires the following project resources and deliverables from the vendor(s) through year three (3) of the project. At the end of year three (3), the contract will be reviewed and additional deliverables negotiated annually based on the project status.

Project Resources provided by vendor(s):

1. Farm Manager for full-time management of the research farm property including, but not limited to: cultivation, planting, weed control, soil conditioning, irrigation, and building/facility maintenance.
2. Research Coordinator to oversee, administer, manage, and implement research studies recommended by the steering and research committees. This position will ensure that all of the necessary scientific protocols, methodology, and staffing necessary for the collection and analysis of data is in place and operational for the successful completion of valid research studies at the research facility, as well as, off-site as necessary.
3. Farm Equipment necessary for the management of the research farm property and implementation of on-site research experiments, including tractors, implements, etc.

Project Management and Research Deliverables provided by Vendor:

<table>
<thead>
<tr>
<th>Deliverable</th>
<th>Description</th>
<th>Due date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Literature review of published, peer-reviewed research that is relevant to the practice of sustainable agriculture in the Boulder County agro-ecosystem</td>
<td>Answer based on existing research questions (see project description) and questions prioritized by the steering committee. Summarize and cite author and journal of publication. Summary should include outcomes of research question tested, lessons learned by researcher, and any directional information that could inform SARII.</td>
<td>June 30, 2017</td>
</tr>
<tr>
<td>Short term research plan (2017 - 2019)</td>
<td>Establish short term research priorities with steering and research committees. Work in an iterative process with both committees while considering</td>
<td>June 30, 2017</td>
</tr>
<tr>
<td>Activity</td>
<td>Description</td>
<td>Due Date</td>
</tr>
<tr>
<td>----------</td>
<td>-------------</td>
<td>----------</td>
</tr>
<tr>
<td>Site Master Plan</td>
<td>Provide site plan that considers broader research goals, site attributes, and local input. Work in an iterative process with steering committee considering broader public input to finalize a site master plan released for public viewing.</td>
<td>August 30, 2017</td>
</tr>
<tr>
<td>Year one progress and research report</td>
<td>Work in an iterative process with both committees to finalize a report. Present in a public forum.</td>
<td>Dec 1, 2017</td>
</tr>
<tr>
<td>Year two progress and research report</td>
<td>Work in an iterative process with both committees to finalize a report. Present in a public forum.</td>
<td>Dec 1, 2018</td>
</tr>
<tr>
<td>Long term research plan (2020 - 2027)</td>
<td>Establish long term research priorities with both committees. Work in an iterative process with the committees while considering broader public input to finalize a research plan released for public viewing.</td>
<td>April 30, 2019</td>
</tr>
<tr>
<td>Year three progress and research report</td>
<td>Work in an iterative process with both committees to finalize a report. Present in public forum.</td>
<td>Dec 1, 2019</td>
</tr>
</tbody>
</table>
RFP# 6617-17
BOULDER COUNTY SUSTAINABLE AGRICULTURE
RESEARCH AND INNOVATION INITIATIVE

SUBMITAL CONDITIONS:
Response Format and Contents:
Organize proposals to correspond to the sections described in the following pages of this RFP and in the submission format described. Additionally:

1. Number each page of your submission consecutively.
2. Provide a concise response to each point or question.
3. Wherever a table is provided, please title your section tab to match the RFP section in which the table appears.
4. Use the table format for your responses, and maintain the sequence and reference numbers in the table.

Title Page:
Please include the following:

1. Customer name and Boulder County RFP number.
2. Vendor name, address, telephone number, and email.
3. RFP contact’s name, signature, title and date.

Vendor Overview:
Provide a maximum three (3) paragraph description for each category subsection below, or, where specified, utilize the table or spreadsheet. This is intended for general overview and should highlight the reasons your firm/organization is best suited for Boulder County.

1. General Description of the organization.
2. Historical Background in research and education.
3. Financial Status of the organization.

Vendor Contact and Basic Information:
Please include the following:

1. Company Name, Address, Phone Number and Contact Information.
2. Name of contact person(s) for contract administration and technical liaison.
3. How long your company has been in business.
4. Your company’s hours of business, off-hours contact, and availability.
5. A statement of qualification; specifically how your Company can meet the requirements of this RFP.
6. Suggest appropriate methods for ongoing communications between Vendor and Boulder County (email, phone, etc.).
References:
Please provide at least three (3) and no more than five (5) references that match the following criteria:

1. Clients/customers for which similar agriculture research services have been supplied by the vendor.

<table>
<thead>
<tr>
<th>Reference Name</th>
<th>Contact Name &amp; Email Address</th>
<th>City, State and Phone Number</th>
<th>Number of Employees</th>
<th>Relationship</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Project Specifics:
Please include the following information in your submission, identified and in the order listed below:

1. **Detailed Project Schedule** with major deliverables, including but not limited to:
   a. See “Project Development” in Envisioning document (Attachment A) and comment on resources and strategies needed for implementation.

2. **Detailed Cost Schedules**: Provide detailed, itemized unit and total costs for each component and service proposed, indicating as appropriate optional and required components and services, including:
   a. Recommended vendor infrastructure (e.g., irrigation, implements, equipment, buildings).
   b. Recommended staff required of vendor.
   c. Where appropriate, please provide any tiered costing alternatives (e.g., hours of support).
   d. Project engagement, management, and implementation (e.g., hourly, monthly or fixed rate, number of estimated hours/months to work with local governance board and Boulder County staff to complete project in years one (1) and two (2)).
   e. Data collection and analysis (e.g., hourly, monthly or fixed rate, number of estimated hours/months to complete project).
   f. Author research report (e.g., hourly, monthly or fixed rate, number of estimated hours/months to complete project).
   g. Educational outreach (e.g., hourly or class rate, number of estimated hours to complete project, recommended class size).
   h. Travel expenses that will be charged to the County, including transportation, lodging, food, etc.
   i. Provide a year three (3) through year ten (10) cost schedule for project implementation.
3. **Contract/License Agreement:** Please submit a copy of any contract/license agreement you will require to be executed at time of award.

4. **Non-disclosure Agreements:** Please submit a copy of any non-disclosure contracts you would require to be executed as part of the evaluation process.

5. **Transparency:** This project will be the subject of public scrutiny as its goal is provide important science-based research to the public domain. Vendors should discuss how they plan to handle public requests for information, with special consideration of preliminary data and incomplete work products. Please address whether or not the vendor has any concerns complying with the transparency policy described in the Envisioning document (Attachment A). If there are concerns, please identify ways to address them that meet the spirit of the section.

6. **Staff Qualifications:** Describe the qualifications, experience, and hire dates of the staff who would be assigned to Boulder County’s implementation of SARII and include resumes for all staff. Detail the percentage of time allowances for this project within the full schedule of each staff member.

7. **Vendor Alternatives for Research Initiative:** While the county has provided a vision and outline for the implementation and management of this project, the county also encourages the vendor to offer alternative models and proposals for the successful performance of this project based on their past experience. Suggested alternatives must work within the overall purpose, vision, mission, goals, and scope of the research initiative; but could provide different ways of achieving success with regard to resources, staffing, governance, priority-setting, etc. This is the first endeavor of its kind at Boulder County and the county invites each potential vendor to describe how, in their experience, these features could be improved in order to develop a highly successful partnership that yields tangible and actionable advice for farmers in Boulder County.

8. **Potential for Off-site Research:** Please discuss the possibility and/or desirability of contracting with local farmers on parcels of land other than the research facility to implement certain tests and/or practices as a part of SARII’s research agenda.

9. **Vendor Corporate and Financial Information:** Please provide the organization/company and financial information requested here. Submit your responses using the following table. Also, please include a copy of your last three (3) years of financial statements with your submission.

<table>
<thead>
<tr>
<th>Ref #</th>
<th>Information Request</th>
<th>Vendor Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Describe your organizations/company’s corporate structure (e.g. public, private, governance, etc.)</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>How many employees in your company are: Full-time? Part-time? Contract?</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>For the past 5 years what percentage of your organization/company’s revenue has been invested in Research and Development?</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---</td>
<td>---</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>How long has your organization/company been implementing replicated plot agricultural research?</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Describe the value and impact of your organization/company’s research in sustainable agriculture. In your answer, please use measures such as the number of farms that are implementing the solutions you have identified, the h-index or i-10 index for your research team’s publications, and/or some other measures that demonstrate successful impact in agriculture.</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Characterize the value and impacts cited in #5 above, as they pertain to Colorado farms and agriculture.</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Does your organization/company issue annual research reports?</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Do you accept external dollars for sponsored research? If yes, do you have staff to manage and account for these funds?</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Do you anticipate any conflicts of interest implementing this project/contract? If yes, please describe those.</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>Are there any outstanding lawsuits against your company? If yes, please describe and explain what impact an unfavorable outcome would have on this project.</td>
<td></td>
</tr>
</tbody>
</table>
**Evaluation Process and Overview:**

The RFP Timeline is an approximate schedule for vendor evaluation and selection as follows:

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Target End Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Issue / Publish RFP</td>
<td>2/2/2017</td>
</tr>
<tr>
<td>2. Mandatory On-Site Pre-Bid Meeting</td>
<td>2/28/17</td>
</tr>
<tr>
<td>3. Vendors submit RFP Questions to Boulder County (as needed)</td>
<td>3/7/17</td>
</tr>
<tr>
<td>4. County Responses to RFP Questions released to Vendors (as needed)</td>
<td>3/14/17</td>
</tr>
<tr>
<td>5. Vendor Proposal due to Boulder County</td>
<td>3/28/17</td>
</tr>
<tr>
<td>6. Vendor Presentations and Interviews</td>
<td>4/5/17</td>
</tr>
<tr>
<td>7. BCPOS submits solution recommendation to Board of County Commissioners for approval</td>
<td>4/11/17</td>
</tr>
<tr>
<td>8. Award Contract</td>
<td>4/25/17</td>
</tr>
</tbody>
</table>

**EVALUATION PROCESS:**

**Vendor Rating Process:**

The evaluators will consider how well the vendor’s proposed solution meets the needs of Boulder County as described in the vendor’s response to the requirements and requests for information. The responses should be clear, concise, and complete so that the evaluators can adequately understand all aspects of the proposal in a succinct fashion.

Boulder County reserves the right to require that a subset of finalists make a presentation to the evaluation team for consideration.

The following elements will be the primary considerations in evaluating submitted proposals and selecting a Vendor:

1. The extent to which the Vendor’s proposed solution fulfills Boulder County’s stated requirements as set out in this RFP.
2. An assessment of the Vendor’s ability to deliver the indicated service in accordance with the specifications set out in this RFP.
3. The Vendor’s stability, experience, and record of past performance in delivering such services.
4. Availability of sufficient high quality Vendor personnel with the skills and experience for the specific approach proposed.
5. An assessment of the Vendor’s ability to demonstrate a defined process for monitoring and ensuring compliance to applicable Colorado Revised Statutes.
6. Overall cost of Vendor’s proposal, including an annual budget for ten (10) years.

This RFP provides general and technical information as well as the required format for responses. Your submitted response will be a primary source of information used for system evaluation and selection.
Please include all required and appropriate information with your proposal. No other source of information submitted, written or verbal will be considered part of your proposal.

**Compensation:**
No payment of any kind will be provided to the submitting vendor, or parties they represent, for obtaining any of the information solicited. Procurement of all equipment and services will be in accordance with subsequent contractual action.

**Commitments:**
All quotes should be submitted initially on the most complete basis and with the most favorable financial terms available. The selected vendor’s proposal may, at Boulder County’s option, be made part of the final purchase contract and all representations in the vendor’s proposal may be considered commitments to supply the system as described.

**Evaluation Process:**
BCPOS staff will evaluate received proposals based on a variety of aspects and qualifications, such as:

1. 25% on the qualifications of the firm/organization.
2. 25% on the qualifications of the individuals devoted to the project.
3. 30% on experience and knowledge related to the project scope.
4. 20% on proposed cost.

**Current Environment General Overview:**
According to the 2012 US Census of Agriculture, Boulder County is home to a diverse agricultural sector composed of 855 farms on 132,948 acres with an average sized farm of 155 acres and a market value of $33,883,000 of products sold. Of the 855 farms, only 63 have sales over $50,000.

Boulder County agriculture resides inside an urbanized county of 319,000 people (2015). Agriculture here provides a key open space function as part of Boulder County, The City of Boulder, and The City of Longmont public lands programs and also in the remaining private land holdings, totaling 132,948 acres. For agricultural producers, it is a way of life that provides income for their families. For citizens here, in addition to open space functions, agriculture provides local food, agri-tourism, and cultural value.

Key drivers of agricultural business viability include but are not limited to: housing costs and associated labor availability, 110 to 120 day growing season, seven (7) inches of effective precipitation April through October, water availability by right in ditch water conveyance, cost of land, knowledge and experience of beginning farmers, lucrative direct market for agricultural products, pest management issues unique to Boulder County, and public input on agricultural practices.

Boulder County’s attributes create a unique need to generate answers to sustainable agriculture questions that seek an environmentally sensitive approach balanced with farm economics. Results from local research will help drive best practices in sustainable agriculture that will improve agriculture viability in this urbanizing county and region of Colorado.
SIGNATURE PAGE:
SIGN AND RETURN THIS SUBMITTAL PAGE WITH YOUR BID.

<table>
<thead>
<tr>
<th>Contact Information</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company Name including DBA</td>
<td></td>
</tr>
<tr>
<td>List type of organization (Corporation, Partnership, etc)</td>
<td></td>
</tr>
<tr>
<td>Name and Title of Person authorized to contract with Boulder County</td>
<td></td>
</tr>
<tr>
<td>Name and Title of Person submitting Bid</td>
<td></td>
</tr>
<tr>
<td>Email address for Person submitting Bid</td>
<td></td>
</tr>
<tr>
<td>Company Address</td>
<td></td>
</tr>
<tr>
<td>Company Telephone Number</td>
<td></td>
</tr>
<tr>
<td>Company Website</td>
<td></td>
</tr>
<tr>
<td>Company Fax Number</td>
<td></td>
</tr>
</tbody>
</table>

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.
I am not a Public Employees’ Retirement Association (PERA) retiree.

___________________________________________________  _________________
Signature of Person Authorized to Bid on     Date
Company’s Behalf

Note: If you cannot certify the above statements, please explain in a statement of explanation.
Boulder County Sustainable Agriculture Research and Innovation Initiative

Background: Boulder County’s land, water resources, food production conditions, the ingenuity and hard work of farmers and ranchers created an agricultural economy that was an important foundation for the early prosperity of Boulder County. While the county has flourished and diversified its economy since its inception, agriculture in Boulder County continues to benefit the broad community through its rich cultural heritage, open space vistas, local food production, ecosystem services, community, and economic development opportunities. In recent years, Boulder County government and some of its residents have expressed interest in expanding, developing, and utilizing more sustainable, organic, and regenerative agriculture practices. However, the wider adoption and implementation of such practices creates concerns among some producers since some of these systems have not been successfully implemented at larger scale farms in this region. With the impending phase-out of genetically-engineered crops from public open space lands, there is more interest than ever in developing a clearer understanding of what sustainable agriculture can look like for the variety of farms in the county.

Since 1975, Boulder County has invested in the natural and human resources necessary to retain viable agriculture in a metropolitan county of 319,000 people. Boulder County Parks and Open Space (BCPOS) have conserved 25,000 acres of agricultural land, 16,000 acres of which are currently cropland, and developed an Agricultural Resources Division comprising of thirteen (13) staff members. Maintaining or establishing a successful farm, whether on public or private land, in the urbanizing Front Range of Colorado is increasingly challenging. Shifting policy direction, urban interface constraints, labor supply difficulties, skyrocketing land and housing costs; along with arid climates, limited irrigation water availability, distance to input suppliers, and a changing and more unpredictable climate are just some of the variables that challenge the future of Boulder County agriculture. In addition, the agricultural research applicable to agro-ecosystems of the Rocky Mountain Foothills interface region of the high plains environment is limited, increasing the difficulty of exploring how farmers can best succeed in the county.

In light of the changes and challenges described above, Boulder County will invest additional resources to explore and identify specific sustainable agriculture practices that will help ensure long term agricultural sustainability in the county and advance implementation of our Cropland Policy. This investment will launch an agricultural research and engagement initiative to bring the best in science to guide and support local agriculture, a valued element of the Boulder County community. The Boulder County Sustainable Agriculture Research and Innovation Initiative (SARII) will support all agricultural producers in the county, especially those affected by the phase-out of genetically engineered crops, in the county’s continued effort to advance the implementation of sustainable agriculture on farms of all types.

Farming systems for evaluation include, but are not limited to: organic (e.g., National Organic Program certified, regenerative, biological, biodynamic, permaculture), mainstream (e.g., conventional with GE, conventional without GE, conservation tillage, precision agriculture), and mixed (drawing from both systems). Irrigated cropland will be the primary focus; however, other farming systems will be considered, including integrated farming systems (animals on cropland).
**Vision:** Through excellence in science, outreach, and technology-transfer, SARII enhances Boulder County’s ability to maintain a resilient, thriving, and diverse agricultural production ecosystem that is sustainable and suitable for its climate and agricultural resources.

**Mission:** SARII conducts applied research and provides evidence-based, educational outreach and engagement to support Boulder County’s agricultural producers, food systems, and broader community in a concerted effort to advance and strengthen sustainable agriculture on public and private land.

**Goal 1:** To test current and proposed agricultural production practices for environmental benefits with both broad ecosystem and direct farm agro-ecology benefits, economic benefits such as, financial returns to producers and local food systems, and social benefits which include public benefits from open vistas and reduced toxicity agriculture, greater connection to the land, and improved access to locally produced food for farms of all sizes.

1. Research areas include, but are not limited to: Exploring climate smart agriculture with increasing agricultural productivity in the face of anticipated climate changes, enhancing adaptability, building farm resilience to climate change, and reducing greenhouse gas emissions. Fostering integrated pest management by incorporating a low environmental and economic impact approach to managing weeds, insects, and disease. Improving soil health by means of microbial diversity, structure, and water holding capacity. Implementing energy and irrigation water conservation with optimization practices and reducing pesticide toxicity and use to decrease environmental and public health exposures.
2. Economic analysis will be integrated to better understand the economic implications of different farming practices and crops at farm and community levels.
3. Life cycle analysis methodologies will be integrated to help understand total system impacts beyond farm borders in order to elucidate systems-based questions related to energy consumption and climate change impacts, such as greenhouse gas emissions, pesticide toxicity and use including environmental impact quotient, pesticide fate, and risk modeling, and others as deemed appropriate.

**Goal 2:** To deliver the results of applied research to Boulder County farmers, utilizing methods that best facilitate adoption of sustainable agriculture practices and to educate the public about how sustainable agriculture can be applied in the county.

1. Methods may include farmer demonstrations, field days, public tours, and presentations or publications to deliver results to specific target audiences. On-farm demonstrations of practices and one-on-one technical advising for producers may advance the exploration and adoption of techniques at the farm level.
2. Open houses, web-based outreach, and presentations that help the broader, non-farming public understand different facets of sustainability and how different farming systems and agricultural practices incorporate and exemplify sustainability.
3. An annual public presentation on SARII progress and findings, including those relevant to recent changes to Cropland Policy and the policy’s overall purpose.
What is Sustainable Agriculture?

The Boulder County Parks and Open Space Cropland Policy (2011) sets forth the policies and practices that define sustainable agriculture on Boulder County Parks and Open Space lands. The policy states, “sustainable agriculture is defined by a long term view and by farming practices that ensure that croplands can be farmed and crops produced in perpetuity without diminishing yield, quality of crop, or health and resource of the soils, by continually regenerating soil quality in balance with what is removed in food and fiber.” The policy further establishes that “sustainable agriculture provides a livable financial base for the farmer and both serves and receives support from the local economy in which it operates.” Other important factors to consider in characterizing sustainability include such diverse issues as water quality, pollinator health, and greenhouse gas emissions, as well as, adaptation to climate change to enhance farm resiliency.

The Cropland Policy also asserts that “there are many definitions of sustainable agriculture, and most of them include three elements: economic, environmental and social sustainability. Examples include the work of policy organizations such as the USDA National Institute for Food and Agriculture, the Leopold Center for Sustainable Agriculture, and Sustainable Agriculture Research and Education.”

Lastly, “Boulder County Parks and Open Space believes that sustainable agriculture for Boulder County must be founded upon the idea of long term viability.”

Desired Outcomes:

SARII conducts relevant research through a transparent and collaborative process that engages local stakeholders, such as members of the Boulder County community who have an interest in the success of local agricultural producers and the advancement of sustainable agriculture, and delivers to local producers and the community relevant answers to pressing questions about sustainable agriculture.

Farmers in Boulder County and the broader Front Range region improve their understanding of sustainable agriculture and consequently adopt and implement practices that help enhance their application of sustainable agriculture practices.

The Boulder County agriculture sector adapts to current and future challenges regarding climate change, water scarcity, and evolving community values, while increasing its resiliency and flexibility to farm in a changing world.

Boulder County retains thriving farmers and ranchers who provide the best in farmland stewardship, soil health improvement, water conservation, low environmental and human impact pest control, and reduced greenhouse gas emissions.

Boulder County’s agricultural sector becomes more diverse, makes the best use of the varied agricultural resources available, enhances its productivity and long-term viability, and participates in a larger economic community framework that emphasizes local food use where possible.
Local Partners:

The Boulder County Parks and Open Space Department (BCPOS) is landlord to 25,000 acres of agricultural land and upholds a vested interest in ensuring the long-term stewardship of this farmland. The county’s stated policy is to advance sustainable agriculture.

CSU Extension in Boulder County (CSUE) is one of the leading educational and technical resource providers in Boulder County. It has already aggregated a variety of locally relevant agricultural research questions and developed strong and trusted relationships with many local farmers. CSUE can help facilitate and advance a locally diverse and representative conversation among stakeholders who are concerned about agriculture in the county.

Local farmers, including current open space tenants, have a vested interest in ensuring the continued long-term stewardship of the land. Many have expressed strong interest in focused research that provides locally relevant answers and guidance in how to farm more sustainably within the context of Boulder County’s diverse agricultural resources and constraints.

Together, BCPOS and CSUE will work with local farmers and other partners to deliver a science-driven research and engagement initiative that helps Boulder County producers on public and private farmland improve the application of sustainable agriculture practices.

Transparency:

An important component of SARII will be the continued engagement and trust of all Boulder County community members. As a project of Boulder County, SARII will strive to ensure, thorough public transparency, that data and information generated from the project will be available on a regular basis on its website, without the need to file an open records request.

Except as provided by the Colorado Open Records Act or other laws, all data, design, and test results provided to and arising out of SARII, whether created or provided to or by Boulder County, Colorado State University Extension in Boulder County, or any vendor(s) selected to establish and implement SARII, will be open for inspection by any person at reasonable times in conformance with the policy of the Board of County Commissioners.

Governance:

The Boulder County Commissioners, or their designee, will seat a steering committee (SC) with a balanced board of 7-11 members representing a diversity of agricultural producers (scale, cropping systems, marketing channels, etc.), university professionals, agricultural economists, local agricultural agencies and organizations, and other Boulder County stakeholders. SC members will be subject to annual reappointment or removal at any time, to ensure an effective and functional committee. The Boulder County Commissioners grant authority and approve bylaws.
The SC will provide a balance of viewpoints, not only about agricultural practices, but also an appreciation of community values such as the production and use of local food, agricultural heritage, ecosystem function of agriculture, a desire for low input, and reduced toxicity agriculture. The committee will be charged with advancing a diversity of locally relevant research projects. The SC’s core functions include:

1. Identifying research and outreach needs and priorities.
2. Endorsing research methodologies and disseminating research findings.
3. Providing oversight to research implementation.
4. Working with BCPOS, CSUE, and the vendor(s) to plan educational outreach and engagement.

A BCPOS or CSUE staff person will serve as coordinator for this advisory committee.

SARII will also be served by a research committee (RC) composed of sustainable agriculture researchers, including those from the vendor as appropriate. The RC will help advise both the SC and Boulder County. The RC will be charged with providing scientific oversight to the development and implementation of local research experiments carried out by SARII. The RC’s core functions include:

1. Advising the SC about the utility and feasibility of research needs and priorities it identifies.
2. Designing or vetting research methodologies and experimental design.
3. Reviewing generated data and providing a measure of peer review.

The vendor(s) will constitute and maintain the RC, as well as, serve as coordinator for this advisory committee.

Roles:

BCPOS and CSUE will work with one or more vendors to implement SARII with guidance and input from the SC and RC. Both county partners will collaborate on all aspects of SARII including, but not limited to: project planning and development, research development, educational outreach, and public engagement. BCPOS in particular will manage the development of material infrastructure and provide staff support related to property management duties such as familiarizing the vendor(s) with water rights, water infrastructure, and water delivery.

The vendor(s) will partner with the SC, RC, BCPOS, and CSUE in: project planning; site planning and management; research agenda design, funding, implementation, data collection, analysis and reporting, and educational outreach and engagement. The vendor(s) will provide SARII infrastructure maintenance and management, as well as, serve as the lead partner in implementing and maintaining agricultural experiments.
BOULDER COUNTY
CONTRACT FOR SERVICES

ATTACHMENT C

THIS CONTRACT ("Contract") is entered into between the COUNTY OF BOULDER, State of Colorado, acting by and through its Board of County Commissioners ("County") and a Colorado Corporation, (collectively, the "Parties").

In consideration of the rights and obligations specified below, the County and the Contractor agree as follows:

1. Incorporation into Contract: The following documents (the "Contract Documents") are each expressly incorporated into this Contract by reference:
   
a. The Invitation for Bid, Addendum, and Bid Specifications of Boulder County RFP No. XXXX-XX, together with any alterations and/or modifications to these Specifications ("the Bid Documents");
   
b. Contractor’s proposal and fee schedule in response to the Bid Document (the “Proposal”).

2. Work to be Performed: The Contractor agrees that it will, in a good and workmanlike manner, at its own cost and expense and strictly in accordance with this Contract, including all documents incorporated herein, furnish all labor, material and equipment and do all work necessary, or incidental to complete the Boulder County project, (hereinafter referred to as the "Project").

3. Quality of Performance: The Contractor shall perform the Contract in a manner satisfactory and acceptable to the County. The County shall be the sole judge of the quality of performance.

4. Schedule of Work: The Contractor shall perform the Work during the hours designated by the County so as to avoid inconvenience to the County and its personnel and interference with the County's operations.

5. Payment: In consideration of the foregoing, the County hereby agrees to pay to the Contractor the amounts required for the completion of the project, all according to the provisions and subject to the conditions as set forth in the Contract Documents. Contractor shall submit, in writing, to Boulder County, a request for all payments. Upon receipt of applicable guaranties/warranties as specified in paragraph 8, Guaranty and Warranties, final payment
shall be paid upon the satisfactory completion of the Project and provided that no claims are made against the Project, based upon responses from the Notice of Final Settlement. Contractor is responsible for submitting a final invoice for any retainage held. The County, in its sole discretion, shall determine satisfactory completion.

Invoices submitted must contain sufficient information detailing all expenses. Invoices shall be submitted on company letterhead and include, but not limited to, depending on the activity completed, designated project name, date(s), type of work performed, rate per hour, number of hours worked, mileage, mileage rate, and any associated administrative fees. Additionally, all invoices should contain the current date, invoice number, amount due and current return address.

6. Term and Time: This Contract shall begin and become effective on and as of the date of execution by the parties which date is specified on the signature page of this Contract. It is further agreed that time is of the essence and work shall begin within five (5) days of execution of the Contract, and when a "Notice to Proceed" has been issued by the County, unless determined differently by the County, in its sole discretion, and be COMPLETED, WEATHER PERMITTING, unless additional time shall be allowed by the County, in writing. The Contract shall be in full force and effect, subject to the Termination provisions as set forth in paragraph 21 of this Contract.

7. Retainage: The County reserves the right to withhold a retainage of ten percent (10%) on any or all payments until all of the work is accepted by the County, at its sole discretion, as satisfactory and complete.

8. Guaranty and Warranties: Contractor shall furnish the County with a written guaranty covering all labor, materials and workmanship incorporated in the work for one (1) year upon completion of the Project. Where the specifications require additional warranties or guarantees, the Contractor shall procure such warranties and deliver them to the County on completion of the work. Such warranties will not lessen the Contractor's responsibilities under the purchase order documents. Whenever warranties or guarantees are required by the specifications for a period longer than one (1) year, such longer period shall govern. Contractor acknowledges final payment terms as specified in paragraph 5, Payment.

9. Bond Submittal: The combined bonds are required and must
be in an amount equal to one hundred percent (100%) of the contract amount as specified in paragraph 5, Payment.

a. Payment Bond: This Contract shall not take effect or be in force until said Contractor shall have furnished and delivered to the County a surety bond acceptable to the County, in a penal sum equal to the nearest integral $100.00 in excess of the estimated Contract price as per proposal hereto attached, duly executed by a corporate surety, qualified and licensed to do business in Colorado and maintaining a general agent therein.

b. Performance Bond: This Contract shall not take effect or be in force until said Contractor shall have furnished and delivered to the County a surety bond acceptable to the County, in a penal sum equal to the nearest integral $100.00 in excess of the estimated Contract price as per proposal hereto attached, duly executed by a corporate surety, qualified and licensed to do business in Colorado and maintaining a general agent therein.

10. Permits, Licenses, Locates and Codes: The Contractor shall have full responsibility for identifying and obtaining, prior to the start of work under this Contract, and for maintaining throughout the term of this Contract, any permits and licenses which may be required in order to carry out the work. The Contractor shall also be responsible for following all State and County codes, which may be required in order to carry out the Project. The Contractor shall also be responsible for all "locates" of all public utilities related to performing work under the terms of this Contract. The Contractor shall also be responsible for insuring that any of its subcontractors performing work under the terms of this Contract also satisfy the provisions of this paragraph.

11. Contractor Licensing: General contractors, HVAC contractors, and roofing contractors require licensing through Boulder County. Electricians and plumbers must be state-licensed and registered with the Boulder County Building Safety and Inspection Division. It is the responsibility of the Contractor to apply for and ensure the appropriate Contractor’s license is obtained prior to project commencement. In addition, the Contractor is responsible for submitting a copy of the current license to the Parks and Open Space Contract Coordinator as listed in paragraph 23, Notices. Project shall not proceed until said document is received by the Parks and Open Space Contract Coordinator, if
applicable, as determined by the Boulder County Building Safety and Inspection Division.

12. Sustainability: The County encourages the Contractor to incorporate the practice of recycling and/or reuse of construction and/or de-construction materials in a manner that will allow maximum recycling/reuse of Project materials.

13. Indemnity: The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor’s direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the “indemnified parties”), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to 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 the Contractor, its employees, agents or representatives, or other persons acting under the Contractor’s direction or control.

14. Governmental Immunity: Nothing in this agreement 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.

15. Insurance Requirements: The Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:

   a. 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.

   b. 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.
c. **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.

d. **Umbrella / Excess Insurance**

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

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

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

f. **Pollution Liability**

Coverage shall cover the Contractor’s completed operations. The coverage must also include sudden and gradual pollution conditions including clean-up costs when mandated by governmental authority, when required by law or as a result of a third party claim. Minimum limits required are $1,000,000 Per Loss and $1,000,000 Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.

g. **Farmer’s Liability**

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of $1,000,000.00 Each Occurrence and $2,000,000.00 General Aggregate resulting from
the current agricultural operations on the Leased Premises.

The Contractor shall forward certificates of insurance directly to the Boulder County Parks and Open Space Department, 5201 St. Vrain Road, Longmont, Colorado, 80503, demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract.

Boulder County shall be named as an additional insured for General Liability and Pollution Liability, as designated in the contract. Additional insured shall be endorsed to the policy.

The additional insured wording shall be as follows: County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.

Certificate Holder:
Boulder County
Attn: Risk Manager
P.O. Box 471
Boulder, CO 80306

Notice of Cancellation: If any insurance company refuses to provide the required notice, the Contractor or its insurance broker shall notify the County of any cancellation, suspension, and/or nonrenewal of any insurance within seven (7) days of receipt of insurers’ notification to that effect.

16. Nondiscrimination: The Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices. Boulder 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 and the Boulder County Policy manual (of which is available upon request).

17. Nondiscrimination Provisions Binding on Subcontractors: In all solicitations, either by competitive bidding or negotiation, by the Contractor for any Work related to this Contract to be performed under a subcontract, including procurement of materials or equipment, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and
unfair employment practices, as set forth above.

18. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, as determined by the County within its sole discretion, the County shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

a. withholding of payments to the Contractor under the Contract until the Contractor complies with the nondiscriminatory provision set forth in paragraph 16 of this Contract; and/or

b. cancellation, termination, or suspension of the Contract, in whole or in part, effective upon seven (7) days written notice to the Contractor pursuant to paragraph 21 of this Contract.

19. Subcontractors: The Contractor will include the provisions of paragraphs 16 through 18 in every subcontract, including procurement of materials and leases of equipment. The Contractor will take such action with respect to any subcontractor or procurement as the County of Boulder may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the County may, at its own discretion, enter into such litigation to protect the interests of the County.

20. Post Completion: Final payment made to the Contractor, on account of the work, shall not operate to relieve the Contractor of responsibility for faulty material or workmanship, and unless otherwise provided, the Contractor shall remedy any defect due thereto and pay for any damages resultant there from.

21. Termination and Related Remedies:

a. The other provisions of this Contract notwithstanding, financial obligations of Boulder County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. Boulder County is prohibited by law from making financial commitments beyond the term of its current fiscal year. The County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will
be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor pursuant to paragraph 23, and will be released from any and all obligations hereunder. If the County terminates the Contract for this reason, the County and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination. In such an event, Boulder County is released from all liability whatsoever and will not be responsible for payment of any costs or expenses incurred in reliance upon this Contract beyond that amount which has been appropriated and made available for this Contract and neither party shall have any further liability hereunder, said Contract to cease and terminate as of such date.

b. If the Contractor defaults or persistently fails or neglects to carry out the Work in accordance with the Contract, or fails to perform any provision of the Contract, the County, after seven (7) days written notice to the Contractor and without prejudice to any other remedy it may have, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor or, at its option, may terminate the Contract and may finish the Work by whatever method it may deem expedient, if such expense exceeds the unpaid balance of the Contract, the Contractor shall pay the difference to the County.

c. In the event the County exercises either of the termination rights specified in paragraphs 21(a) or 21(b), this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

d. The preceding provisions notwithstanding, the County may terminate this Contract, either in whole or in part, for any reason, whenever the County determines that such termination
is in the County’s best interests. Such termination shall be effective after the County provides seven (7) days written notice to the Contractor pursuant to paragraph 23.

Termination of work hereunder shall be effected by the delivery to the Contractor of a "Notice of Termination" specifying the extent to which performance of work, under the Contract, is terminated and the date upon which such termination becomes effective. After receipt of the "Notice of Termination", the Contractor shall cancel its outstanding commitments hereunder covering the procurement of materials, supplies, equipment and miscellaneous items. In addition, the Contractor shall exercise all reasonable diligence to accomplish the cancellation or diversion of its outstanding commitments covering personal services and extending beyond the date of such termination to the extent that they relate to the performance of any work terminated by the notice. The Contractor shall then submit a written claim for all outstanding amounts to the County, due within the timeframe as specified, thirty (30) days, upon receipt of "Notice of Termination", from the County.

22. Independent Contractor: The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of Boulder County for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers’ compensation benefits from Boulder County, its elected officials, agents, or any program administered or funded by Boulder County. Contractor shall be entitled to unemployment insurance or workers’ compensation insurance only if unemployment compensation coverage or workers’ compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.

23. Notices: For purposes of the notices required to be provided under paragraphs 15, and 21, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return Receipt Requested, Electronic Mail (Email) or hand-delivered.
In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods specified in paragraph 21 shall commence to run on the day after the postmarked date of mailing.

24. 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. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that the Contractor has not paid amounts due to any person who has supplied labor or materials for the project.

25. Prohibitions on Public Contract for Services: Pursuant to Colorado Revised Statutes (C.R.S.), § 8-17.5-101, et seq., as amended, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

A. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

B. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

C. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

D. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

E. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien,
the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and, terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

G. If Contractor violates any provisions of this Section of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

26. Amendments: This Contract may be altered, amended or repealed only on the mutual agreement of the County and the Contractor by a duly executed written instrument.

27. Assignment: This Contract shall not be assigned or subcontracted by the Contractor without the prior written consent of the County.

28. Complete Agreement/Binding Effect: This agreement represents the complete agreement between the Parties hereto and shall be fully binding upon the successors, heirs, and assigns of the Parties, if any, during the term hereof.

29. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Boulder Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

30. Breach: Any waiver of a breach of this Contract shall
not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

31. Termination of Prior Agreements: This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

32. Invalidity Provision: Should any of the provisions of this agreement be held to be invalid or unenforceable, then the balance of the agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the agreement or be of substantial nature, then the Party or Parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this agreement, forthwith.

33. Third Party Beneficiary: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

34. Conflict of Provisions: In the event of any conflict between the terms of this Contract and the terms of any attachments or addenda, the terms of this Contract shall control.

35. Information and Reports: The Contractor will provide to authorized governmental representatives, including those of the County, State and Federal Government, all information and reports which they may require for any purpose authorized by law. The Contractor will permit such authorized governmental representatives access to the Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor shall so certify to the County, and shall explain what efforts it has made to obtain the information.
36. Execution by Counterparts; Electronic Signatures: This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Agreement. Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Agreement: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, CRS §§ 24-71.3-101 to -121.

[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.

Executed by **BOULDER COUNTY** on ________________________________.

**COUNTY OF BOULDER**

**STATE OF COLORADO**

ATTEST: ____________________________________________________________

Chair, Board of County Commissioners

Clerk to the Board Of Commissioners
(SEAL)

**CONTRACTOR**

**A COLORADO CORPORATION**

Name & Title

Executed by **CONTRACTOR** on ________________________________.

(Date)
CONTRACTOR’S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, et seq., as amended 5/13/08, as a prerequisite to entering into a contract for services with Boulder County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

_________________________________________   ________________________
Company Name      Date

_________________________________________
Name (Print or Type)

_________________________________________
Signature

_________________________________________
Title

Note: Registration for the E-Verify Program can be completed at: https://e-verify.uscis.gov/enroll/.