



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

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number: **7058-19**

RFP Title: **Cultural Responsiveness & Inclusion Strategic Plan for the Boulder County Parks and Open Space Department**

Pre-Proposal Meeting: September 9, 2019
2:00 P.M.
5201 St. Vrain Road, Longmont, CO 80503

RFP Questions Due: September 12, 2019
2:00 P.M.

County Response Due Date: September 17, 2019
2:00 P.M.

Email Address: purchasing@bouldercounty.org

Documents included in this package: Proposal Instructions
Terms and Conditions
Specifications
Insurance and W-9 Requirements
Submittal Section and Checklist
Evaluation Criteria
Signature Page
Attachment A - Sample Contract
Attachment B - Organizational Chart

**SUBMITTAL DUE DATE: September 25, 2019
2:00 PM**



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PROPOSAL INSTRUCTIONS

The Parks and Open Space department is seeking a qualified and experienced contractor to assist with the creation of a *Cultural Responsiveness & Inclusion Strategic Plan* (CRISP) specifically for the department. The preferred contractor will have experience with parks, open space, or nature-based recreation, facilitating and managing teams and groups, engaging diverse populations, preparing successful strategic plans, and assisting organizations to be culturally responsive and inclusive. Specifically, the ideal contractor will have experience designing and implementing a strategic planning effort with a social justice lens in a project for an open space, public lands, or parks agency.

The allocated budget amount for this Project is, not to exceed, \$70,000.00.

PRE-PROPOSAL MEETING:

A **MANDATORY** Pre-proposal meeting is scheduled, starting promptly, at **2:00 p.m. on Monday, September 9, 2019**. Interested Parties are asked to meet at the Boulder County Parks and Open Space Department facility located at 5201 St. Vrain Road, Longmont, CO 80503.

Bids from firms not represented at the mandatory, pre-proposal meeting will not be accepted.

ATTACHMENTS:

The following documents are part of this RFP:

1. Attachment A: Sample Contract
2. Attachment B: Organizational Chart

BACKGROUND:

The Parks and Open Space department is one of ten departments in Boulder County Government.

The mission of Parks and Open Space is:

To conserve natural, cultural, and agricultural resources and provide public uses that reflect sound resource management and community values.

The goals of the department are:

1. To preserve rural lands and buffers.
2. To preserve and restore natural resources for the benefit of the environment and the public.
3. To provide public outreach, partnerships, and volunteer opportunities to increase awareness and appreciation of Boulder County's open space.
4. To protect, restore, and interpret cultural resources for the education and enjoyment of current and future generations.
5. To provide quality recreational experiences while protecting open space resources.
6. To promote and provide for sustainable agriculture in Boulder County for the natural, cultural, and economic values it provides.
7. To develop human resources potential, employ sustainable and sound business practices, and pursue technological advancements.

With this mission and these goals, the Parks and Open Space department currently engages the public in a variety of ways. This engagement stems from the wide-ranging mission and goals, including providing the residents of Boulder County with land and water conservation, natural and cultural resource protection, working agricultural lands, a range of passive recreational opportunities, appropriate facilities and amenities, education and interpretation, volunteer opportunities, and information and communications about the department. In addition, the management and administration of the department requires planning, decision making, purchasing, contracting, leasing, and other interactions and exchanges with the public. In all instances, the department strives to provide the best in public service to all residents of Boulder County.

Additional information about the department can be found at www.BoulderCountyOpenSpace.org.

GOALS OF THE CRISP:

The goal of the CRISP is to add a cultural responsiveness and inclusion lens to all that we do in our engagement with the public at Parks and Open Space. It will be a first step in a lasting effort by the department.

Specifically, it will be a plan to:

- a. Help the department better identify and understand the cultures, histories, needs, desires, and lived experiences of underserved communities as they relate to Parks and Open Space.
- b. Begin to create pathways to those communities and discover ways to build better, lasting relationships within the communities.
- c. Recommend strategies to fit the vision and insights of the CRISP into the day-to-day work of all Parks and Open Space staff.

Overall, the CRISP will help the department to be a more welcoming, inclusive, and responsive department to all communities in Boulder County with a focus on those that have historically not been included, felt welcome, had their voices heard, or reaped the benefits provided by our department.

This initial phase of the CRISP will be focused on the engagement with the Latinx community of Boulder County. However, we anticipate the recommendations and results of the CRISP will have larger effects across the entire community by serving as a model for future efforts to increase the department's engagement with other underserved groups in Boulder County.

This RFP will not focus on current county human resource practices, including hiring and retention, which are being reviewed by other county departments.

As stated in the county's "Cultural Responsiveness and Inclusion Road Map" (adopted by the Board of County Commissioners on May 31, 2016), Boulder County defines "cultural responsiveness" and "inclusion" as:

Cultural Responsiveness: Taking responsibility to act, react, and respond respectfully to cultural differences, and acknowledging and challenging assumptions and perceptions of privilege and dominant culture.

Inclusion: "Inclusion involves bringing together and harnessing these diverse forces and resources, in a way that is beneficial. Inclusion puts the concept and practice of diversity into action by creating an environment of involvement, respect, and connection—where the richness of ideas, backgrounds, and perspectives is harnessed to create business value. Organizations need both diversity and inclusion to be successful." ("Moving from Diversity to Inclusion," *Diversity Journal*, May 2011.)

Inclusion is a state of being valued, respected and supported. It's about focusing on the needs of every individual and ensuring the right conditions are in place for each person to achieve his or her full potential.

Together, cultural responsiveness and inclusion means Boulder County values people's intersecting identities, including (but not limited to) race, ethnic identity and origin, age, sexual orientation, gender identity, gender expression, religion, socio-economic background, body size and shape, ability, political affiliation, geography, and veteran status.

CONTRACT LANGUAGE:

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

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

Proposers are advised that 10% in retainage fees will be held until the Project is completed. This amount will be retained from all invoices submitted for payment.

In the event the selected contractor is unable to commence work as agreed to, the Boulder County Commissioners may rescind the bid award and proceed to award the contract to another proposer based on RFP# 7058-19, re-bid the work, or proceed in any lawful manner the County deems necessary.

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. **September 12, 2019**. A response from the county to all inquiries will be posted and sent via email no later than **September 17, 2019**.

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

SUBMITTAL INSTRUCTIONS:

Submittals are due at the Administrative Services Information Desk or email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on September 25, 2019**.

Your response can be submitted in the following ways. Please note that email responses to this solicitation are preferred but are limited to a maximum of 50MB capacity. NO ZIP FILES ALLOWED. 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# 7058-19** in the subject line.

-OR-

US Mail One (1) unbound copy 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# 7058-19**, to the Administrative Services Information Desk located at 1325 Pearl Street, Boulder, CO 80302.

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.

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



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TERMS AND CONDITIONS

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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 Administrative Services Information Desk prior to the time indicated in the "Request for Proposals."
 8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
 9. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.

10. Confidential/Proprietary Information: Proposals submitted in response to this “Request for Proposals” and any resulting contract are subject to the provisions of the Colorado 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 will be clearly stated in the proposal 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 proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be 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 efficient and reduced toxic level products where availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel’s website: <http://www.colorado.gov/dpa/>.



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SPECIFICATIONS

SPECIFICATIONS:

For this RFP, the department seeks innovative and creative proposals from contractors with their unique and best approaches to meet the goals of the CRISP as outlined in this RFP. The proposal shall be presented in a narrative format and be broken down by tasks as identified by the contractor.

The department anticipates the contractor will at a minimum, need to do the following, to complete the CRISP:

1. Gain a strong understanding of the department and our various roles and responsibilities and how we serve and interact with the public early in the process.
2. Create a vision and communication plan for the CRISP.
3. Conduct a literature review and investigation of existing best and promising practices and models from across the country, including contacting other agencies with successful programs.
4. Engage with the local Latinx community through cultural brokers to start forming relationships, building bridges, and discovering the community's areas of interest and what models of engagement would work best within their communities.
5. Engage with Parks and Open Space staff to find what models of engagement would work best for the department, including current opportunities and constraints for accomplishing this work.
6. Assess and make recommendations of the best strategies and approaches for Parks and Open Space, including ways to sustain the engagement.
7. Create an implementation plan with specific measures of success.

In addition, the selected contractor will work closely and meet regularly with the Parks and Open Space CRISP working group through the duration of the contract, including leading and facilitating meetings of the working group and providing regular communication and written updates. The working group consists of approximately 12 Parks and Open Space staff members from various divisions and disciplines.

Working group members are responsible for bringing their discipline's perspective to the discussion, while also thinking department-wide. While the working group will guide with the

preparation of the CRISP, other Parks and Open Space staff and managers will be invited to participate in the preparation of the CRISP throughout the process.

The contractor's final overall approach to accomplishing the goals of the CRISP must be approved by the working group. The working group must be consulted throughout the process to get agreement around each task.

The contractor will provide the necessary meeting facilitation and coordination of the working group, other necessary department representatives, and community groups and leaders for all tasks associated with the CRISP. A person who is bi-cultural, bi-lingual in Spanish, with excellent verbal and written communications skills both in English and Spanish and has experience working with the local Latinx community and can act as a cultural broker for community engagement tasks is highly desired. The contractor may be required to take a verbal and/or written language proficiency test. In addition, the contractor will be expected to provide professional expertise and research on cultural responsiveness and inclusion as it relates to Parks and Open Space.

The CRISP, including necessary assessments, engagement, and action items, will be specific to the Boulder County Parks and Open Space department and to the residents we serve, though lessons learned from other agencies and populations will be essential to the CRISP. In addition, the CRISP will focus on all aspects of Parks and Open Space where we have interactions with the public, including:

- a. passive recreation
- b. natural resource management
- c. cultural resource management
- d. agricultural resource management
- e. resource protection
- f. education & outreach
- g. volunteer management
- i. planning
- j. public information and engagement
- k. general administration (e.g. contracts, leases, purchasing, etc.)

BOULDER COUNTY COMMUNITIES:

Town of Erie, Town of Jamestown, Town of Lyons, Town of Nederland, Town of Superior, Town of Ward, City of Boulder, City of Lafayette, City of Longmont, City of Louisville and Unincorporated Communities

PROJECT COMPLETION SCHEDULE:

The term of this contract is anticipated to begin approximately October 1, 2019, at the earliest and be completed in approximately 12-14 months, with a target end date of December 31, 2020, at the earliest. At the county's discretion, and if mutually agreed upon, the contract may be extended.

CONFLICT OF INTEREST:

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

CHANGE ORDERS:

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



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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS:

Note that the insurance amounts listed below are the minimum required for this project. **Proof of current insurance must be provided with your proposal in the form of a sample certificate or your proposal will be deemed non-responsive.** If you require a waiver of insurance requirements (e.g. Workers' Compensation and sole proprietorships) you may request one in your response with an explanation.

***This type of coverage will be required to remain in place and be maintained by the selected contractor for the 3-year period as noted after completion of the Project.**

****This type of coverage will be required to remain in place and be maintained by the selected contractor for the 2-year period as noted after completion of the Project.**

***General Liability** \$1,000,000 Each Occurrence
 \$2,000,000 General Aggregate
 \$2,000,000 Products Completed Operations Aggregate
 3 years Products/Completed Operations

Excess or Umbrella N/A

Automobile Liability \$1,000,000 Each Accident
 Including Hired & Non-Owned Auto

Worker's Compensation and Employer's Liability
 Statutory limits

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

W-9 REQUIREMENT:

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



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SUBMITTAL SECTION

SUBMITTALS SHALL INCLUDE:

- a. Contractors shall provide a proposal with their unique and best approach to meeting the goals of the CRISP as outlined in this RFP. The proposal shall be presented in a narrative format and be separated, in detail, by tasks, as identified by the contractor.
- b. Contractors are required to include the number of hours and dollar amounts for each task, including meetings, they have identified; Contractors should be clear in their proposal regarding payment schedules.
- c. A final project total amount shall also be included.
- d. The contractor shall submit a proposed timeline for each specified task listed.
- e. Contractors shall include their company organizational chart. The contractor must state in their proposal the names of staff that will be dedicated to this project (“Key Personnel”), what their roles and responsibilities will be, and how much time each can dedicate to the project, if selected; Specifically, the contractor shall designate the individual to be assigned as the cultural broker
- f. The contractor shall provide in their proposal the resumes of all personnel likely to be working on the project and examples and references of previous projects.
- g. The contractor is required to provide a minimum of one example of a plan similar to the CRISP that the Key Personnel have managed, prepared, and implemented.

All reports and written documentation shall be submitted electronically as a Microsoft Word file.

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

INCLUDED	ITEM
	Name and Address of company/organization
	Telephone, and Email address
	Name and Address of the Partners and Subcontractors if applicable
	A detailed project schedule with an all-inclusive total cost
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the <u>Sample Contract, Attachment A</u> , contained in this RFP. Specifically list any deviations and provide justification for each deviation
	Submit three (3) references for similar projects your company has completed within the last three (3) years and contact information
	Insurance Certificate
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)



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EVALUATION CRITERIA

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

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
General qualifications and experience of the contractor, especially in the area of cultural responsiveness and inclusion.	15
Experience successfully engaging Latinx communities and cultural brokers.	15
Familiarity with Boulder County Latinx community and demographics, including existing connections within Latinx community.	15
Ability to provide quality products and services, as outlined, in detail, in the proposal, by tasks and milestones with clear and timely communication.	10
Experience with facilitation and group management.	10
Experience conducting focus groups and preparing surveys.	10
Overall completeness of proposal.	5
Experience within the public sector.	5
Natural resource, recreation, open space, parks, and / or agriculture experience.	5
Other unique perspectives of the proposal.	5
Total cost.	5
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.

ATTACHMENT-A Contract

DETAILS SUMMARY	
Document Type	Choose an item.
OFS Number-Version	
County Contact Information	
Boulder County Legal Entity	Boulder County
Department	Parks & Open Space
Division/Program	
Mailing Address	Boulder County Parks and Open Space Department Attn: ADMIN-Contracts 5201 St. Vrain Road Longmont, CO 80503
Contract Contact – Name, email	
Invoice Contact – Name, email	pospayables@bouldercounty.org
Contractor Contact Information	
Contractor Name	
Contractor Mailing Address	
Contact 1- Name, title	
Contact 1- email	
Contact 2	
Contract Term	
Start Date	
Expiration Date	
Final End Date	
Contract Amount	
Contract Amount	
Fixed Price or Not-to-Exceed?	Choose an item.
Brief Description of Work	
Contract Documents	
a. Formal Procurement (RFP/Bid/SOQ) No. Bid Variable (the "Bid Documents") b. Contractor's proposal in response to the Bid Documents (the "Proposal") c. Project Details, including project-specific terms and a Scope of Work, attached as Exhibit A (the "Scope of Work") d. Fee Schedule, attached as Exhibit B (the "Fee Schedule")	
Purchasing Details – County Internal Use Only	
Bid Number	
Award Date	
If no Bid No., bid process used	Choose an item.
Purchasing Notes (optional)	
Contract Notes	
<i>Additional information not included above</i>	

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

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

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

2. Work to be Performed: Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract. **Work shall not commence until the County has provided a NOTICE TO PROCEED to Contractor, which shall set forth the date that Contractor may begin the Work.**

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 following completion of the Work. 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**. Email delivery is preferred by the County; 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: 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 and, if so, will provide Contractor with written notice of the amount of extra time granted. County granting extra time to complete the Work will not entitle Contractor to additional compensation from County. This Contract will remain in full force and effect during any time period that Contractor is permitted to finish completing the Work.

7. Extension of Contract Term (Additional 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 can 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 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 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. Contractor is not an employee 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 for Non-Appropriation: The other provisions of this Contract notwithstanding, the 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.

14. Termination for 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 notified Party does not cure the breach, at its sole expense, 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.

15. Termination for Convenience: County may terminate this Contract, in whole or in part, for any reason, upon seven (7) days' advance written notice to Contractor.

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, 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 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 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 must not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.

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

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

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

Contract is so terminated, Contractor shall be liable for actual and consequential damages to the County.

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

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

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

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

26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-101, 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's performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes.

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. **Insurance Requirements:** Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this paragraph. 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. 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.

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured Owners, Lessees or Contractors endorsements CG 2038 (or equivalent), Designated Construction Project(s) General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured Completed Operations for Owners, Lessees or Contractors CG 2037 (or equivalent). Minimum limits required of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate. The County requires the Products/Completed Operations coverage to be provided 3 years after completion of construction. An endorsement must be included with the certificate.

ii. **Automobile Liability**

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

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. **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.

vi. **Pollution Liability**

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. County shall be named as an additional insured for ongoing operations and completed operations.

b. **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.*

c. **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.

d. **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.

e. **Deductible:** Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.

f. **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.

g. **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.

43. **Confidentiality and Data Security:** Contractor will receive confidential information from County under this Contract. Contractor will treat such confidential information with at least the same degree of care as it uses in maintaining its own confidential information, but no less than a reasonable degree of care. Contractor will comply with all applicable laws in its retention and use of confidential information under this Contract. Contractor will only access the confidential information as necessary to perform the Work. Contractor will require that all of its employees, volunteers, and agents protect the confidential information against unauthorized use or disclosure. Contractor is prohibited from disclosing the confidential information to any third-party without the County's consent. Contractor will maintain and adhere to adequate administrative, technical, and physical safeguards designed to protect confidential information against unauthorized access or disclosure. The administrative, technical, and physical safeguards must be: (1) no less rigorous than those maintained by Contractor for its own confidential information; (2) no less rigorous than generally accepted industry standards; and (3) as required by applicable laws. If Contractor becomes aware that the security of any confidential information has been compromised or otherwise used or disclosed in a manner not authorized by this Contract, Contractor will, at its expense: (i) promptly notify County in writing of the occurrence; (ii) develop and implement an appropriate plan to address the cause of the occurrence, to the extent such cause is within Contractor's control; and (iii) comply with County in County's reasonable efforts to respond to the occurrence. This provision shall survive expiration or termination of this Contract.

44. **Data Ownership:** Contractor acknowledges and agrees that County owns all rights, title and interest in collected and/or submitted County Data. The Contractor shall not access County user accounts or County Data, except in the event:

- a. in the course of data center operations;
- b. in response to service or technical issues;
- c. for proactive service and problem resolution;
- d. as required by the express terms of this contract;
- e. at the County's written request.

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

45. **Certain County Data:** The Parties hereby acknowledge and agree that the Services are not intended for use by County with respect to any data or information that qualifies as "Restricted PII" or "Highly Restricted" under County's Information Security Classification Standards (such data, "Highly Sensitive Data"). In the event that Contractor or any Contractor Personnel discovers or is made aware that it has received any such Highly Sensitive Data, it shall immediately notify County and, in accordance with County's instructions, shall return such Highly Sensitive Data to County and/or destroy and erase all records and files of such Highly Sensitive Data from its servers and systems; provided, however, that the foregoing obligations shall not be construed to grant any right to or impose any obligation upon Contractor to access or analyze County Data.

46. **Data Protection:** Protection of County Data shall be an integral part of the business activities of the Contractor to ensure there is no inappropriate or unauthorized use of County information at any time. To this end, the Contractor shall safeguard the confidentiality, integrity and availability of County information and comply with the following conditions:

- a. The Contractor shall implement and maintain commercially reasonable and appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of County Data. Such security measures shall be in accordance with recognized industry practice.
- b. All data obtained by the Contractor in the performance of this contract shall become and remain the property of the County.
- c. All County Data shall be encrypted in transit with controlled access, with the level of protection and encryption identified for County upon request. Unless otherwise stipulated, the Contractor is responsible for encryption of the County data.
- d. At no time shall any data or processes — that either belong to or are intended for use by the County or its officers, agents or employees be copied, disclosed or retained by the Contractor or any party related to the Contractor for subsequent use in any transaction that does not include the County.
- e. The Contractor shall not use any information collected in connection with the service issued from this proposal for any purpose other than fulfilling this contract.
- f. The Contractor shall provide a Business Continuity Plan, including Data Backup and Recovery procedures and policies, Data Storage locations, Business Continuity and

Disaster/Data Recovery Testing Schedules. Such testing shall be conducted with Boulder County annually.

g. The Contractor shall provide their Sensitive Data (PII) Procedures, in accordance with paragraph 45, Certain County Data.

h. The Contractor shall notify the County of all Data Security Breaches, as they occur, for the duration of the contract. The Contractor's Notification Procedure shall be provided to the County.

i. The Contractor shall notify the County of any Legal Action, Legal Proceedings, or specific Litigation pertaining to County Data, within five (5) business days, made against the Contractor occurring for the duration of the contract. Additionally, the Contractor will provide, to the County, the Notification Process to be implemented in the event, such an event occurs.

[Signature Page to Follow]

SAMPLE

IN WITNESS WHEREOF, the Parties have executed and entered into this Contract as of the latter day and year indicated below.

SIGNED for and on behalf of Boulder County	SIGNED for and on behalf of Contractor
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:
↓↓ <i>For Board-signed documents only</i> ↓↓	
Attest:	<i>Initials</i>
Attestor Name:	
Attestor Title:	

ATTACHMENT-B

Organizational
Chart
July 23, 2019

BOULDER COUNTY PARKS AND OPEN SPACE DEPARTMENT Eric Lane, Director

Special Projects Manager
Tina Nielsen

Public Information & Engagement Manager
*Vivienne Jannatpour

Partnership Coordinator
Karen Imbierowicz

Web Administrator
Nik Brockman

Administrative Coordinator
Renata Frye

CSU Extension
Director
Laura Larson

Accounting Clerk III
Dena Theis

Admin Techs
Audra Harders
Amy Lippold
Lisa Wallace

Horticulture
Entomologist & Master
Gardener
Carol O'Meara
Kristen Anderson

Small Acreage Coordinator
Sharon Bokan

Agriculture Natural Resources
Adrian Card

Family Consumer
Science
Ann Zander

Horticulture
Deryn Davidson
Allison Appelhans

4H Youth Leader
Development
& Outreach
OPEN

4H Youth Development &
Livestock Agent
Brenda Kwang

Longmont Soil
Conservation Service
OPEN

Resource
Management
Therese Glowacki

Admin Tech
Raquel Robles

Education & Outreach
*Pascale Fried
Larry Colbenson
Rachel Gehr
Michelle Marotti
Deborah Price
Amanda Hatfield
*Sheryl Kippen
Jim Drew

Forestry & Fire
*Stefan Reinold
Scott Golden
Wayne Harrington
Shane Milne
Zach Price
Nick Stremel

Plant Ecology
*David Hirt
Carrie Cimo
Steven Hauptli
Brad Winckelmann
Casey Ballthrop

Weeds
*Steve Sauer
James Sebastian
Joe Swanson
Malcom Wiley

Wildlife
*Susan Spaulding
Michelle Durant
Dave Hoerath
Mac Kobza
Tim Shafer

Administration
Judy Dvorshock

Administrative
Supervisor
*Erik Welch

Contract Specialist
Renee Bookless

Admin Spec/Property Manager
Melissa Weber

Grant Coordinator
D'Ann Lambert

Personnel Specialist
Lori Wuertz

Lead Accounting Clerk
Yasi Taylor

Business Operations Tech
Brigitte Klaube

Resource Protection
Ranger Supervisor
*Bevin Carithers

*Erin Hartnett, Senior Ranger
Kevin Grady, Heil Ranch
Jeff Hiebert
Denny Morris, Walker Ranch

*Jason Vroman, Senior Ranger
Sarah Andrews, Caribou Ranch
Graham Fowler, Betasso
John Queen, Hall Ranch
Chris White

Parks Sherriff's Office
Supervisor
*Randy Wilber

Deputies
Cathy Bryarly
Sue Cullen
Phil Jarvis
Katie Tkach

Real Estate
Janis Whisman

Senior Paralegal
Specialist
MaryJo Langstraat

Paralegal Specialist
Leah Rothbaum

Real Estate Assistant
Lisa Steele

Senior Land Officer
Mel Stonebraker

Senior Land Officer
*Sandy Duff

Land Officer
Brandon Pumphrey

Land Officer
Tina Burghardt

CE Program Manager
*Melissa Arnold

Stewardship Specialist
Elizabeth Northrup

Agricultural
Resources
Blake Cooper

Admin Tech
Barbara Brooks

Resource Specialists
Chase Dryden
Vanessa McCracken
Justin Odle

Resource Specialist
Trent Kischer

Senior Resource
Specialist
*Rob Alexander

Resource Techs
Amy Schwartz

Project Coordinator
*Jim Michal

Resource Tech
Jason Sauer

Agricultural Tech
Levi Priest

Senior Water Specialist
*Audrey Butler

Water Specialist
Abba Ahmed

Water Tech
Chris Williams

Resource Planning
Jeff Moline

Cultural Resource
Specialist
Carol Beam

Planners
Justin Atherton-Wood
Obadiah Broughton
Sarah Heerhartz
Ernst Strenge
Ron West
Marni Ratzel

Business Analyst
*Carrie Inoshita

Computer Specialist
Karl Fiderer

Application Developer
Simone Baring-Gould

GIS Manager
*Kristi VanDenBosch

GIS Specialists
Meredith Duttlinger
Erik Hinkley

GIS Tech
Nicholas Dattels

Recreation
and Facilities
Al Hardy

Shop Foreman
Joe Thiltgen

Building and Historic
Preservation
*Will Towle
Brian Bartel
Brian Bertin

Techs
Mike Bunn
Mike Lohr
Emily Ruff
Alex Turner

Grounds
*Jeff Cox
Chase Stewart

Techs
Darrin Cole
Casey Kennedy
Jeff Shaw
Mary Tiernan

EAB Specialist
OPEN

Arborist
Cathy Thiltgen

Trails
*Andy Tyler
Tristan Stone
Chris Trujillo

Techs
Kristopher Mitchell
Ben Noon
Bryce Ramsey

Trails Volunteer Coordinator
Mike Rutter

Recreation & Facilities
Volunteer Coordinator
Ari Addes

Youth Corps
Program Manager
Judy Wolfe

Field Coordinator
George Carter

Fairgrounds Manager
*Joe LaFollette
Keith Parrinello
Randy Noterman

Scheduling Coordinator
Rebecca Harp

Techs
Joe Anzaldo
Ryan Behrendt
Derrick Coary
Heather Bishop
Jeff Malnar

Project Management
& Design
*Sean Reynolds

Project Coordinators
OPEN
Prashant KC
Sharla Lovern
Barry Shook
Brent Wheeler
Tim Zych

Landscape Architects
Mary Olson
Bethani Puzo

Sign Specialist
Mary Rolf

*INDICATES SUPERVISORS
BLUE INDICATES
NON-COUNTY STAFF