

REQUEST FOR PROPOSAL
23-9804V-CM

The County of Jefferson, Colorado, is accepting proposals for **Consultation regarding POTENTIAL Ballot Solutions to Funding Challenges** in accordance with the terms, conditions, and specifications contained in these RFP documents.

Offerors wishing to participate in this RFP process should ensure they have all addenda prior to the submission of proposals. Failure to acknowledge receipt of any addenda applicable to this project could result in the rejection of your response.

This project and any subsequent addenda will be posted to BidNet: www.bidnetdirect.com/colorado. Firms are encouraged to register with BidNet for this and other opportunities.

Funding used for this project is from: County General Fund

Schedule of Activities	
RFP Issued	08/21/2023
Questions deadline	08/30/2023
Q&A Addendum issued	09/06/2023
RFP close	09/25/2023 at 10AM MDT
Evaluation of Proposals	October
Notice of Intent to Award	Estimated Mid October
Contract formation and negotiations	October
Start contract work	Early November

Questions (Reference PROPOSAL INFORMATION Item 2)

All questions should be submitted in writing via e-mail to Vera Braeckman, vbraeckm@jeffco.us

Questions due by: Date: 09/06/2023 Time: 2PM MDT (Questions received after this time will not be considered.)

Proposal Instructions (Reference PROPOSAL INFORMATION Item 14)

Submittal requirements are outlined in the *Proposal Submittal Section*, Submittal Checklist. Submit any requested electronic copies per the method indicated in the Proposal Submittal Section.

Proposal Number: 23-9804V-CM **RFP Title:** Consultation regarding potential Ballot Solutions to Funding Challenges

Proposal Due Date: 09/25/2023 Time: 10 AM MDT (Late proposals will not be accepted or considered.)

All dates and times listed are local for Jefferson County, Colorado.

Method of Award

The successful firm will be required to execute an agreement with Jefferson County in a form that will include all of the terms, conditions, specifications, proposed prices, and any approved exceptions to this Request for Proposal. The enclosed agreement is substantially in the form that will be executed between the successful firm and Jefferson County.

Jefferson County, Colorado, reserves the right to reject any or all proposals or portions thereof, to waive any informalities or irregularities in the proposals received which are inconsequential or immaterial in nature, and to approve awards in total or in part, whichever, in its judgment best serves the interests of Jefferson County, Colorado.

08/21/2023

Date Published

PROPOSAL INFORMATION

1. **Understanding of the Work:** All participating firms or individuals (hereinafter referred to as Offeror) are expected to examine all documents contained herein. Failure to do so shall in no way relieve an Offeror from obligations with respect to his/her offer or to the resultant award. Nonresponsive and incomplete submittals may be deemed cause for rejection. The County is not required to give consideration to any claim of misunderstanding.
2. **Questions:** Offerors, by their signature hereunder, shall agree to comply with all the conditions, requirements, and instructions of this Request for Proposal (herein referred to as RFP) as stated or implied herein. Should the County omit anything from this RFP package that is necessary for a clear understanding of the project, or should it appear that various instructions are in conflict, the Offeror shall then secure instructions from Jefferson County Purchasing. All questions must be submitted in writing or via e-mail to Jefferson County Purchasing by the time and date specified in the RFP. Questions must reference the RFP Proposal Number and the Project Title. Responses to Supplier inquiries for project budget or engineer's estimate will be deferred until after bid opening (for competitive sealed bids) or after award (for competitive sealed proposals).
3. **RFP Modifications:** Modifications to any of the terms, conditions, or specifications of this RFP which are made by the County after the packages have been distributed to prospective Offerors, and prior to the due date and time, will be made in writing, and signed by the Purchasing Manager. No employee of Jefferson County is authorized to modify any of the terms, conditions, or specifications of this package without the written approval of the Purchasing Manager. This is not to imply that offers will not be accepted or considered for specifications that are different from those herein.
4. **FOR NON-FEDERAL CONSTRUCTION ONLY of Public Works Projects:** The selection of materials and equipment for the Work shall be in accordance with the laws of Colorado which require that preference be given to Colorado labor and to supplies, materials, and provisions produced, manufactured, or grown in Colorado, quality being equal to articles offered by competitors outside the State. In accordance with the laws of Colorado, Colorado labor shall be employed to perform the Work to the extent of not less than 80% of each type or class of labor in the several classifications of skilled and common labor employed for the Work.
5. **Joint Ventures:** Principals from all Offerors participating in a joint venture must be present at the pre-proposal conference, if Mandatory, and indicate on the sign-in sheet their intentions to participate as a joint venture.
6. **Collusion:** By submitting an offer, the Offeror certifies that (a) the prices in the proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition as to any matter relating to such prices with any other participating Offeror or with any competitor; (b) the prices quoted herein have not been and will not be knowingly disclosed, directly or indirectly, by the Offeror to any other participating Offerors, competitors or County's representatives prior to the final date for submission of such offer; and (c) no attempt has been made and none will be made by the Offeror to induce any other person partnership or corporation to submit a proposal or not to submit a proposal (complementary or otherwise) for the purpose of restricting competition.
7. **Obligation:** By submitting a proposal, the Offeror acknowledges that (a) the preparation and submission of the proposal, and other quotations herein contained, does not obligate the County in any way; (b) the County assumes no obligation to enter into an agreement for the project; (c) all RFP documents are understood; and (d) the Offeror has the equipment, technical ability, personnel and facilities to complete the project as specified herein in accordance with the RFP documents.
8. **Proprietary Information:** Any information submitted may be subject to disclosure as a public record under the Colorado Open Records Act, § 24-72-201 et seq., C.R.S. ("CORA"). If you consider any of the information being submitted to be trade secrets, privileged information, or confidential commercial, financial, geological, or geophysical data, it is your responsibility to label the information as such. The County has the final discretion in determining whether the information is subject to disclosure under CORA.
9. **Payment for Information:** Any and all costs, fees, and expenditures paid for, or incurred by, the Offeror in connection with (1) the RFP (2) negotiations (if any) between the Offeror and Jefferson

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County shall be the Offeror's sole responsibility, and the Offeror shall have no recourse whatsoever against the County for reimbursement of such expenses.

10. **Pre-submittal Corrections:** Proposals should be free of erasures. Errors may be crossed out with corrections printed in ink or typed adjacent and must bear the dated initials of the person signing the proposal.
11. **Exceptions/Deviations:** Any item which does not meet all of the terms, conditions, or specifications of this RFP must be identified on a point-by-point basis on a separate sheet of paper and returned with your proposal. Indicate the paragraph numbers from the RFP or describe the specific location of a requirement specified in any attachment, for each deviation proposed. Deviations may be considered if you submit an adequate explanation and justification for any proposed deviation. If there are no exceptions/deviations, so state them under the EXCEPTIONS section of the proposal sheet.
12. **FOB Point:** All prices offered are to be FOB DESTINATION unless otherwise specified.
13. **Prices:** All prices offered shall be less all taxes and discounts, and shall, in every way, be the total net price that the Offeror will expect the County to pay if awarded the project.
14. **Submittal Deadline:** Hard copy proposals, faxed proposals, and emailed proposals are stamped with the date and time they are received in the County's Purchasing office. Electronic proposals are stamped with the date and time they are received on the Rocky Mountain E-Purchasing System (RMEPS). Your proposal must be received in the format requested by the County by Purchasing no later than the date and time indicated in the RFP. Late proposals will not be accepted or considered.
15. **Offeror Responsibility.** It is the responsibility of the Offeror to ensure the proposal arrives in the County's Purchasing office or is uploaded to RMEPS by or prior to the time indicated on the RFP. The County will not accept any late proposals, regardless of the cause (e.g. traffic, inclement weather, parking, courier service, erroneous delivery to any other County office, delays in electronic uploads etc.), unless the County causes the delay.
16. **Withdrawal of Proposal:** No proposal shall be withdrawn for a period of one hundred eighty (180) days subsequent to the opening of proposals without the consent of the County's Purchasing director or his/her delegated representative.
17. Withdrawal of inadvertently erroneous proposals before the award may be permitted if the Offeror submits proof that clearly and convincingly demonstrates, as determined by the County, that an error was made. PROPOSALS MAY NOT BE RE-SUBMITTED.
18. **Clarification:** The County reserves the right to request additional written or oral information from Offerors in order to obtain clarification of their proposal.
19. **Award Recommendation:** The award recommendation shall be made to the responsible Offeror whose proposal is most advantageous to Jefferson County, price, qualifications as submitted with the proposal, and other factors considered.
20. **Preliminary Procedures:** The RFP, the RFP process, and any negotiation towards a final contract are preliminary procedures only and SHALL NOT BE BINDING on the County unless and until the County has duly approved and executed a written agreement with the Offeror.
21. **Process Termination:** The County may terminate the RFP process and any negotiation or discussion in connection with the RFP at any time with or without notice to the Offeror or any other person. In such event, the county shall have NO LIABILITY to the Offeror or any other person in connection with such termination.
22. **Terms of Payment:** The terms of payment shall be Net 30 following inspection and acceptance of goods/services or receipt of invoice, whichever is later unless agreed to otherwise.
23. **Nonperformance:** Offerors who fail to perform in accordance with their proposal are subject to the County striking that Offeror from future bidding opportunities for a period to be determined by the Purchasing Manager.
24. **Acknowledgement:** By signing the Proposal Sheet contained in this RFP, the Offeror acknowledges

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that it has the proper legal authority to sign the document, it has received a copy of the RFP and it has read and understands each of the foregoing and all other documents in this RFP package.

25. **Cooperative Purchasing:** Jefferson County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Offerors may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/services. Usage by any other entity shall not have a negative impact on Jefferson County in the current term or in any future terms.
26. **Disposal of Unsolicited Financial Data:** If unsolicited financial data is submitted with a proposal response, such information will be destroyed so as not to become part of the public record open to inspection. Offerors are advised to not submit financial information unless it was explicitly included as a requirement of the proposal response.
27. **Consideration of Past Performance:** Jefferson County reserves the right to consider past performance, historical information, and fact, whether gained from the Offeror's proposal, interviews, references, or any other source in the evaluation process.
28. **Information Obtained from Private Plan Rooms:** Jefferson County is not responsible for the accuracy of information obtained by Offerors from private plan rooms or other sources not authorized by Jefferson County.



JEFFERSON COUNTY
STATEMENT OF WORK (SOW)
Consultation Regarding Potential Ballot Solutions to Funding Challenges

I. INTRODUCTION and BACKGROUND

Jefferson County is one of Colorado’s major metropolitan counties, encompassing 773 square miles with a population of more than 580,000. Its Board of County Commissioners (BCC) is comprised of three commissioners who have been elected at large.

Jefferson County’s revenues cannot sustainably support the level of County services provided and maintain its infrastructure obligations. Over the last several years, the County has managed this structural imbalance via a variety of budget cuts and federal grant supplements. From 2018 to 2020, the County made approximately \$32 million in one-time budget cuts and \$7.7 million in ongoing budget cuts. The County has also used \$47.3 million of federal CARES & ARPA stimulus money to maintain service levels.

The County has also attempted to address the imbalance by increasing revenues received or retained. In 2019, voters did not approve a ballot initiative that would have allowed the County to retain excess funds over the TABOR limit. In 2022, voters did not approve ballot initiatives that would have excluded non-property tax revenues from the TABOR limit, thereby increasing the funds retained. At the same ballot, voters did not approve the sale of marijuana in unincorporated Jefferson County nor a corresponding sales tax.

II. SCOPE OF SERVICES

The County intends to hire a consultant to carry out fact-finding and provide advice regarding the best financial path to meeting the needs and expectations of the community, which could include submitting a funding question or questions to voters in November 2024. No decisions have been made at this time on what, if any, funding avenues to pursue, including but not limited to whether to put a ballot question before registered voters in the November 2024 election. This work is exploratory and must be completed in time for the Board of County Commissioners to make a final decision by July 23, 2024.

III. QUALIFICATIONS

- The firm should be properly licensed in the State of Colorado in good standing.
- The successful firm or its principal assigned to this project should have had an office in Colorado for the last three years.
- The firm should be large enough to complete the consultation services in compliance with all contractual guidelines.
- The successful firm should have considerable experience evaluating potential local government ballot questions in Colorado.
- The firm should make every effort to retain staff and maintain continuity in the personnel assigned to this project. The firm selected should demonstrate in their proposed project schedule that they have enough experienced and senior-level staff supervising the effort on a constant basis.
- The firm must maintain the insurance requirement required by the County throughout the duration of the engagement.

IV. SCHEDULE OR TIMELINE OF PERFORMANCE

The County intends to begin strategic planning in coordination with the Consultant in the Fall of 2023, with community outreach to begin in early 2024, unless the Consultant recommends an earlier timeline to begin outreach efforts.

Based on election deadlines, any decision to place a ballot question on the November 2024 ballot must, at the latest, be made by late July 2024. Accordingly, all outreach work must be completed with sufficient time to facilitate discussions with decision-makers and key stakeholders, adequately allowing for debate and consideration in publicly noticed open meetings.

The Consultant will make recommendations for the best time period in which to conduct any potential polling, and the Consultant will identify the date by which the County must decide whether to exercise an option for the Consultant to conduct such polling.

Final timeline for deliverables shall be as agreed to in the Contract.

V. SUMMARY DESCRIPTION OF WORK TO BE PERFORMED:

The scope of services includes working with County staff, attending public meetings, designing public outreach and strategic communications, conducting statistically valid surveying, measuring survey results, and presenting a comprehensive final report by July 1, 2024; unless a later presentation is requested by the County. The County expects to adjust the overall workplan based on the hired consultant's expert advice, but foresees the following activities:

- Work with County staff to understand the County's financial challenges and explore possible ballot solutions.
- Identify and implement an overall strategy to help inform decision-makers, including the Jefferson County Board of County Commissioners, on the best approach to address the County's current and future fiscal challenges.
- Create and implement an educational outreach plan to inform County residents about Jefferson County's financial challenges.
- Collaborate with county leaders to identify and implement strategies to identify Jefferson County residents' budget priorities for county services and programs. This may include surveys, focus groups, statistical assessment, communications, or other methods identified by the consultant.
- Work with County staff to provide regular updates and recommendations to the BCC and key stakeholders.
- Identify and recommend the appropriate quantitative surveying to best inform the County when making decisions regarding community budget priorities and possible ballot solutions for its financial challenges. As part of its recommendations, include separate options with a separate fee for the Consultant to (1) make draft recommendations for multiple versions of specific ballot language, and (2) conduct surveys of multiple versions of ballot language to gauge public interest, with selection of such offers to be determined at a later date.
- Consultant will propose a scheduled work plan for the deliverables, with an understanding that all work must be completed no later than July 1, 2024.

VI. DELIVERABLES AND SPECIFICATIONS OR SUMMARY, PERFORMANCE STANDARDS

- A. **Recommended Strategy to Inform Decision-Makers:** The Consultant will review the county's past ballot efforts and current financial outlook and make strategic recommendations regarding an overall project schedule, refined scope of work as needed, and methods and timelines for gathering information from the public (e.g., polling schedule, frequency, and timing) to garner community input and potential solutions.
- B. **Community Outreach:** Understanding public opinion and awareness of the county's fiscal challenges and potential solutions requires community outreach to inform research, communications, and next steps at different stages of the project. To help direct public information gathering efforts and gain understanding of the financial challenges facing both Jefferson County and its community, the consultant's outreach efforts will include, but are not limited to:
- Meet with County staff to discuss and identify issues to be addressed prior to commencing development of the outreach.
 - Inform and help design community outreach efforts that help the county:
 - Evaluate community awareness to determine how familiar community members are with County services and current conditions of County operations.
 - Determine community priorities and preferences as they relate to the quality and means by which County services are delivered.
 - Identify how the community prefers the County address its financial challenges.
 - Present draft community outreach plan to county leaders; determine roles and responsibilities; identify timelines and how plan will work in conjunction with communications and polling; and refine draft based on county leadership's input.
 - Work with county leaders to identify community partners who can form a steering committee to guide the overall effort related to recommending a path towards potential ballot solutions.
- C. **Strategic Communications:** The Consultant will direct strategic communication planning to inform the community about the county's financial challenges, communicate what is learned from the community during outreach efforts, and share potential solutions based on community feedback.

Development by the Consultant of strategic communications will include, but not be limited to:

- Develop strategic communications plan, including research findings, messaging, target audiences, messengers, key strategies and tactics, communications tools, timelines, etc. in partnership with County leadership (including County Public Affairs team).
 - Present draft plan to county leaders for review, refine plan based on input, and update throughout project as needed.
 - Identify messaging based on research regarding financial challenges and potential solutions; develop messaging in collaboration with county leaders; and further update as needed.
 - Determine key overarching strategies and development of communications tools.
 - Develop neutral information for communications tools (e.g., social media, collateral, etc.) regarding fiscal challenges and potential ballot issues designed for community members that can be shared after a decision on a ballot question.
 - Continue to update communications plan as community outreach leads to additional information regarding community needs and opinions about potential ballot solutions.
- D. **Translation:** The proposals for any public information gathering and strategic communication will include a plan and cost for translation and interpretation services to reach non-English speaking community members. Such services will be offered in Spanish. If the Consultant recommends additional languages, the Consultant may provide a separate line-item cost for such translation services.

- E. **Polling:** The consultant, or its designated subcontractor, will offer statistically significant polling of possible solutions, including specific language for any recommended potential ballot questions to be considered as part of the polling. Polling will include participation across the County's broad, diverse population.

The design of this polling will include, but not be limited to:

- Determine the type of information gathering and the frequency of research necessary to identify community opinions on budget challenges, priorities, and solutions.
- Identify a methodology and polling instrument for a statistically valid sampling of registered voters in Jefferson County, including the sample size based on the County's demographics.
- Present the draft poll questionnaire and the methodology for implementing the survey to County staff and elected officials to receive input and feedback from County staff and elected officials and revise the poll questions and methodology accordingly.
- Submit a final draft of the poll questions and methodology to County staff for approval prior to submitting the final survey to registered voters for responses.
- Include flexibility for the County to determine at a later date how much, if any, polling to conduct under this contract. Such a decision would be based on the expected utility of such polling, incorporating the Consultant's advice, and on the availability of similar data from other sources.
- Conduct the polling in accordance with the methodology and questions as approved by County staff during the design of the polling process as described above.

- F. **Reporting Polling Results:** Within the timeline agreed to in the contract, the Consultant will provide a written report describing the results of the survey. In addition, the Consultant will present the results of the survey to County staff and the elected officials. The report should include at a minimum:

- The framework and methodology used, the tabulations of all calls and contacts made as part of the survey, including refusals, disconnected numbers, busy lines, unanswered calls, number of attempts, communication barriers and age issues.
- Tabulation of survey results, key findings, detailed findings, conclusions, and recommendations to support informed decision-making and strategic communications planning.

VII. RESPONSIBILITIES

A. CONSULTANT RESPONSIBILITIES

The Consultant will:

- Coordinate with the Jefferson County Representative to schedule all work and materials delivery.
- Coordinate with the Jefferson County Representative to schedule all public meetings required under the contract, including arranging for interpretation at meetings, as needed.
- Respond to all questions from the Jefferson County Representative within two business days.
- Understand that Jefferson County and its employees are subject to Colorado's "Fair Campaign Practices Act."
- Acknowledge and ensure that the Consultant will immediately cease all work under this the contract if the Board of County Commissioners makes a decision to put any ballot question on the November 2024 ballot.
- Understand and acknowledge that no public funds, including County staff time working with the Consultant under the contract, will be expended as of the moment in which the Board of County Commissioners makes a decision to move forward with any ballot initiative. No public funds may be spent advocating for a ballot issue once a decision has been made. All terms of this contract must be completed before the Board of County Commissioners decides whether to move forward with any ballot recommendations made by the Consultant.

B. COUNTY RESPONSIBILITIES

The County will:

- Supply financial data to support Consultant's needs analysis.
- Help facilitate meetings with County stakeholders as needed.
- Working with the Consultant, Schedule and post all open meetings in which the Consultant will present its findings and recommendations with the Board of County Commissioners.

VIII. ACCEPTANCE CRITERIA

The Jefferson County Authorized Representative will consider all work complete upon receipt and review of a final fact-finding and recommendation presentation to verify compliance with specifications, deliverables, and industry and performance standards. Acceptance will be granted only if all deliverables are completed as stated herein. Defects would be corrected in accordance with contract terms.

CONTRACT REFERENCE

This Statement of Work is part of the contract and is governed by the terms and conditions therein. No work shall begin in relation to this SOW until the contract is executed and a notice to proceed is issued.

IX. PRICING & PAYMENT

Consultant will propose pricing with payment dependent on the following milestones:

- Presentation of a proposal for fact-finding related to potential ballot solutions, addressing all deliverables described above.
- Completion of outreach efforts, as laid out by Consultant's proposal.
- Final fact-finding and recommendation presentation regarding any selected polling options and other fact-finding related to decision-making regarding potential ballot solutions.
- Other milestones identified in the Consultant's proposal that are agreed to by the County when finalizing the contract.

X. COUNTY REPRESENTATIVE TO THIS SOW

Name	Mike Smith
Title	Strategy Supervisor
Phone	303-271-8572
Email	mpsmith@jeffco.us

XI. EVALUATION CRITERIA

The County will evaluate proposals based on the evaluation criteria listed. The evaluation criteria are not listed in any order of predominance. Firms should consider all criteria when submitting their proposal. Selection will be based solely on the information each firm provides. Missing or incomplete information may be cause for rejection. Proposals will be evaluated on the following criteria:

- A. Cover Letter and Executive Summary
- B. Similar Project History
- C. Personnel Qualifications
- D. Proposed Project Schedule
- E. Statement of Work
- F. Fit and Appropriateness of Proposed Solution
- G. Firm Stability (i.e., bankruptcy, financial statements)
- H. Quality & Completeness of Proposal
- I. Cost Proposal
- J. Interview/Presentation, if applicable
- K. References (may only be reviewed for top-rated firms)

The top-rated firms may be asked to provide a presentation or demonstration and to provide financial statements as part of the evaluation.

The request for Financial Statements would include one of the following:

1. The vendor's latest audited annual financial statements and most current quarterly balance sheet and operating statement.
2. If no audited financial statements are available, the vendor's latest quarterly balance sheet, operating statement, and any bank letters of credit currently in force.

Review of the financial statements will be restricted to the County's financial officer or her/his designee. Results of the review will be restricted to evaluation committee, the Purchasing Division, or others as deemed appropriate by the County's financial officer.

XII. PROPOSAL FORMAT

Include the following items listed below in the order requested.

CLEARLY IDENTIFY EACH SECTION

A. Cover Letter and Executive Summary

1. Include your firm's history, firm structure and size and any sub consultants you intend to use. In particular, specify the number of years your firm has been engaged in providing services related to this RFP.
2. Include your firm's capacity to add this project to your current workload.

B. Similar Project History

Provide examples of three (3) major contracts with governmental entities which are similar to the scope of these services. Include the following information for each project:

1. Firm/facility name
2. Term of contract
3. Total dollar amount of original contract
4. Total amount of project upon completion
5. Reasons for variance in original contract amount vs. total amount of contract upon completion
6. Contact name at facility
7. Phone number for contact

C. Personnel Qualifications

1. Provide resumes and roles of key personnel that will be engaged on the project to include a brief explanation of each individual's experience and proven ability working on similar projects.
2. Detail any requirements of personnel (certifications required, etc).
3. Include a roles and responsibilities matrix with time estimates for each assigned role
(Note: the estimate of work effort is needed for project planning purposes. The project itself will not be contracted on a time and materials basis).

D. Proposed Project Schedule

1. Provide a proposed schedule for the project that correlates to the tasks and deliverables outlined in the Statement of Work.

E. Statement of Work

1. Provide proposed edits to the attached Scope of Work to create a detailed Statement of Work describing the implementation of the solution and the services to be provided including all deliverables and schedule of milestones and/or deliverables.
2. The Statement of Work should be a free-standing document and separate in the proposal so it can easily be attached as an exhibit to the final contract.

F. Project Approach

1. Describe your firm's understanding of the purposes and objectives to be met through this RFP.
2. Detail the approach your firm will take to satisfy the project objectives and meet the specific requirements as described in this RFP.
3. Identify issues that typically surface during this type of project and how your firm is prepared to resolve them.

G. References

Provide at least three (3) references similar to the scope of these services. Include the following information for each reference:

1. Firm/facility name
2. Term of contract
3. Services provided and number of people served
4. Contact name at facility
5. Phone number for contact

If the references are the same as the information provided in Similar Project History above, include a statement to that effect.

H. Cost Proposal

Enclose the Cost Proposal in a separate document in accordance with the Proposal Submittal Section.

In the Cost Proposal, include and identify all proposed costs, including but not limited to:

1. All professional services
2. All other costs applicable to the proposal, including any not directly mentioned in the RFP such as Fee Schedule or Labor Rates.
3. Provide milestone payments to match the deliverables outlined in the Statement of Work.
4. Include a cap percentage for any renewal years.

If Jefferson County is unable to pursue all items due to funding constraints, specific line items may be removed.

Proposed pricing must remain firm in effect for 180 days from RFP closing date.

XIII. METHOD OF SUBMITTAL

Proposals shall be submitted in the format as stipulated in the **Proposal Submittal Section** found in the exhibits.

All proposals submitted shall become the property of Jefferson County and will become public record. Jefferson County reserves the right to reject any and all proposals in whole, or in part, received in response to this RFP.

All costs related to the development of a response to this RFP and any subsequent interview are the exclusive responsibility of the responding firm. The County will not pay for any information herein requested, nor is it liable for any costs incurred by the participating firms.

XIV. METHOD OF AWARD

The selection process may include a request for additional information or an oral presentation to support the written proposal.

The County reserves the right to award this Contract not necessarily to the firm or firms with the lowest price, but to the firm or firms that demonstrate the best ability to fulfill the requirements of this request for proposal. The successful firm or firms will be chosen based on the qualifications and selection criteria discussed in this Request for Proposal.

The successful firm or firms shall commence work only after the transmittal of a fully executed Contract and Notice to Proceed. The successful firm will perform all services indicated in the proposal in compliance with the executed Contract.

PROPOSAL SUBMITTAL SECTION

Company Information

Company Name: _____ EIN: _____

DUNS: _____

Unique Entity Identification Number: _____

Company Name as filed with the Secretary of State, if corporate entity: _____
(Colorado Secretary of State Website, for reference purposes, is <http://www.sos.state.co.us/>)

Phone Number: _____ Fax Number: _____

Company Address: _____

Authorized Signature: _____

Printed Name and Title: _____

E-mail Address: _____

Date: _____

Submittal Checklist

The following documents are to be returned with your proposal.

PLACE A CHECK (✓) BY EACH ITEM SUBMITTED

1. Submit **the following** copies of all information requested herein, including all attachments, unless otherwise indicated, on BidNet at www.bidnetdirect.com/colorado
 - ONE (1) electronic copy of the technical proposal
 - ONE (1) electronic copy of the cost proposal in a separate document
2. This completed and signed Proposal Submittal Section.
4. Attachments for Item #'s of RFP as follows:
 - #6 Resumes
 - #10 Details on liquidated damages and/or disputes (if applicable)
 - #13. Details on lawsuits (if applicable)
 - #14. Details on charges filed (if applicable)
 - #17. Explanation of why firm is best suited to provide the requested services
5. Authorized Signatory pages, if applicable (Refer to *Authorized Signatory Section* for details)
6. Exceptions sheet, if applicable.

PROPOSAL SUBMITTAL SECTION

8. W-9 for the firm submitting the proposal.
9. Acknowledgement of Receipt of Addenda below, if applicable.

Note: Be advised that the successful firm, if a corporate entity, will be required to provide evidence of current good standing with the Colorado Secretary of State after acceptance of a proposal.

Authorized Representative

Indicate the name of the Authorized Representative who will be assigned to this project:

Phone Number: _____ Email Address: _____

Key Notices

Indicate the name and title of the individual who will receive Key Notices _____

Company E-mail Address _____

Mailing Address _____

Telephone Number _____

Authorized Signatory for Contract

Name and Title of Authorized Signatory: _____

The County accepts the signatures on contracts from the following individuals:

- A. Corporation (For-Profit or Non-Profit) – President or Vice President
- B. Limited Liability Company (LLC) - Manager or Member*
- C. General Partnership, Limited Partnership (LP), Limited Liability Partnership (LLP), Limited Liability Limited Partnership (LLLLP) - General Partner*

***Note:** If the organization falls into categories B or C, you are required to provide a copy of the front page, signature page and the section of the Operating Agreement, or Partnership Agreement that defines who in the organization has contract signature authority.

Award

Proposals submitted which do not meet the requirements of this Request may be considered nonresponsive and may not receive further consideration. **(Follow-up calls for missing or incomplete information may not be made.)**

All responsive proposals received for this project will be reviewed and ranked on a basis that would best serve the interests of Jefferson County and in accordance with the criteria listed in the RFP. Factors for ranking will include, but not be limited to, the firm's and project staff's qualifications, references, and prior experience as related to this project as set forth in the scope of services required.

The firm(s) which is/are selected will be those that best serve the interests of Jefferson County and will be given the first right to negotiate an agreement acceptable to the County. If an agreement satisfactory to the County cannot be reached, the County may enter into contract negotiations with one or more of the remaining qualified firms.

PROPOSAL SUBMITTAL SECTION

Insurance and Other Questions

The successful Contractor shall be required to furnish the County with certificates of insurance for the insurance types and limits as detailed on the attached insurance exhibit prior to performing any activity on this project. Jefferson County, Colorado shall be the **Certificate Holder** and shall be named as **Additional Insured**. All subcontractors must meet the same insurance requirements unless a deviation has been approved.

Indicate your ability to comply with the following requirements:

- a. Your firm agrees to meet all insurance requirements. **If no, provide details on Exceptions sheet.**

Yes No

- b. The County shall be added as an Additional Insured to all liability policies:

Yes No

- c. Your property and liability insurance company is licensed to do business in Colorado:

Yes No

- d. Indicate the name of your property and liability insurance company here:

Name: _____

- e. Your property and liability insurance company has an AM Best rating of not less than A- and/or VII:

Yes No

Provide a response to the following:

Are any lawsuits; Federal, State or Local Tax Liens; or any potential claims or liabilities pending against you, your firm, or the officers of the firm at this time?

Yes No **If yes, provide details on a separate piece of paper and attach to your proposal.**

Has your firm filed for bankruptcy or corporate protection under applicable federal or state laws in the last seven (7) years?

Yes No

Are you or your firm currently debarred or have any exclusions from receiving federal funds according to the System for Award Management (SAM) at

https://sam.gov/search/?index=all&page=1&pageSize=25&sort=modifiedDate&sfm%5Bstatus%5D%5Bis_active%5D=true&sfm%5Bstatus%5D%5Bis_inactive%5D=null

Yes No

Exceptions

Are there any exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract?

Yes No

If there are exceptions taken to any of the terms, conditions, or specifications of these proposal documents or contract, they

PROPOSAL SUBMITTAL SECTION

must be clearly stated on a **separate sheet of paper**, attached to this sheet and returned with your proposal. (Reference **PROPOSAL INFORMATION Item 11.**)

Acknowledgment of Receipt of Addenda

Your acknowledgment of any addendum issued for this RFP shall be noted by signing below. This will serve as your acknowledgment that these clarifications/revisions have been taken into consideration during the preparation of your proposal.

Addendum Number: _____ Date: _____ Acknowledged by: _____

Addendum Number: _____ Date: _____ Acknowledged by: _____

Addendum Number: _____ Date: _____ Acknowledged by: _____

Addendum Number: _____ Date: _____ Acknowledged by: _____

Addendum Number: _____ Date: _____ Acknowledged by: _____

Addendum Number: _____ Date: _____ Acknowledged by: _____

**CONTRACT FOR CONSULTATION FOR
POTENTIAL BALLOT SOLUTIONS TO FUNDING CHALLENGES**

THIS CONTRACT FOR CONSULTATION FOR POTENTIAL BALLOT SOLUTIONS TO FUNDING CHALLENGES (this “Contract”), dated for reference purposes only this _____ day of _____, 2023, is made and entered into by and between COUNTY OF JEFFERSON, STATE OF COLORAD, a body politic and corporate (“County”) and _____, a _____ (the “Consultant”).

RECITALS

- A. The County distributed a request for proposal, No. _____, dated _____, for the consultation for potential funding challenge solutions as described at greater length in the RFP package. The RFP package and all addenda and attachments, shall be collectively referred to as the “RFP.”
- B. The Consultant submitted the proposal determined to be the most advantageous to the County, and the Consultant is qualified and is ready and willing to perform in accordance with the terms and conditions of this Contract.

AGREEMENT

NOW, THEREFORE, for and in consideration of the covenants and conditions set forth herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, County and the Consultant agree as follows:

- 1. **CONTRACT DOCUMENTS.** The “Contract Documents” shall consist of the following documents. In the event of a conflict or inconsistency between this Contract and any exhibits or attachments such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:
 - (a) This Contract;
 - (b) The Statement of Work attached hereto as Exhibit A;
 - (c) The RFP;
 - (d) The Consultant’s Proposal;
 - (e) The Consultant’s Hourly Rate & Fee Schedule attached hereto as Exhibit B
 - (f) The Insurance Requirements attached hereto as Exhibit C,each of which is incorporated herein by this reference whether or not attached hereto.
- 2. **DESCRIPTION OF SERVICES.** The Consultant shall provide complete and timely performance of everything described in or reasonably implied from the Contract Documents (the

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“Services”). The Consultant warrants that it is fully qualified to perform the Services and shall perform the Services in accordance with the professional standards of the industry and in strict accordance with the provisions of the Contract Documents. No adjustment or modification of the Contract Documents shall be allowed for any misunderstanding of the Services or of the terms and provisions contained in the Contract Documents.

3. **AUTHORIZED REPRESENTATIVES.** County designates Michael Smith as the “County Representative” under this Contract. The Consultant designates _____ as the “Consultant Representative” under this Contract. The Consultant Representative shall have the authority to bind the Consultant with respect to the Services and shall be present at the work site as necessary to assure the Consultant’s satisfactory performance. The Consultant Representative shall also be responsible for advising the County Representative of the status of the Services and agrees to take direction only from the County Representative and to comply promptly and fully with the reasonable requests and directives issued by the County Representative from time to time. County may change its representative at any time by notice to the Consultant. The Consultant shall not replace the Consultant Representative unless: (a) County requests a replacement, or (b) the Consultant terminates the employment of the Consultant Representative and provides a satisfactory substitute. County must approve a substitute Consultant Representative, and, if no substitute is acceptable, County may terminate this Contract.

4. **KNOWLEDGE OF THE SERVICES.** The Consultant is fully informed regarding the Services to be provided pursuant to this Contract and any materials or equipment required. No adjustment or modification shall be allowed for misunderstanding of the Services or of the provisions contained in this Contract.

5. **APPROVAL AND ACCEPTANCE OF SERVICES.** The County Representative shall be the sole judge of the acceptability of the Services by the Consultant and the sufficiency of any supporting data submitted by the Consultant. If, at the sole discretion of County, conferences with the Consultant are necessary or desirable to explain or correct Services, the Consultant shall make no additional charge for time or costs for attendance at such conference or for making the required explanations or corrections.

6. **PRICE AND PAYMENT.**
 - (a) **Contract Price.** In consideration of the satisfactory performance of the Services, County shall pay the Consultant the not-to-exceed sum of _____ (\$ _____) (the “Contract Price”) in accordance with the rates set forth in the Consultant’s Hourly Rate and Fee Schedule attached hereto as Exhibit B.

 - (b) **Invoicing.** Unless a different payment schedule is specified in the Contract Documents, if the time period for performance of the Services exceeds thirty (30) calendar days, the Consultant may submit invoices no more frequently than on a monthly basis that itemize the Services completed since the last invoice in accordance with Exhibit B. The Consultant shall prepare the invoices at its sole cost and shall include sufficient detail as determined by County to enable County to verify the appropriateness of the invoice. County shall pay each invoice within thirty (30) calendar days of the County Representative’s approval of the invoice and the Services described therein. Except as expressly provided in the Contract

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Documents, the Consultant shall not be entitled to reimbursement or payment for any travel, meals, entertainment, administrative or overhead (copies, telephone, supplies, etc.) costs. The Consultant may submit invoices by email to Michael Smith at msmith@jeffco.us.

(c) **Incorrect Payments.** Incorrect payments to Consultant due to omission, error, fraud, or defalcation may be recovered from the Consultant by deduction for subsequent payments due to the Consultant under this Contract or other contracts between County and Consultant.

7. **TERM.** The term of this Contract shall begin _____ and end _____ unless earlier terminated.
8. **CHANGES IN SERVICES.** The County Representative, by written instructions issued to the Consultant, may make such changes in the Services as may be necessary to accomplish the purposes intended to be provided under this Contract. The Consultant shall not commence any changed or increased Services prior to receipt of the required duly executed change order or contract amendment. County shall have no duty or obligation to compensate or reimburse the Consultant for any additional Services not specifically authorized as provided herein.
9. **AMENDMENT.** The Contract Documents contain the entire agreement of the parties relating to the subject matter hereof and, except as provided herein, may not be modified or amended except by written agreement of the parties. For purposes of clarity, the terms and conditions of any Consultant invoice, Consultant time sheet, or other form, including but not limited to indemnification, limitation of liability, or cancellation fees, shall be void and of no effect against County notwithstanding any signatures on such form by a County employee. The Consultant's rights and obligations shall be solely governed by the terms and conditions of this Contract and the Contract Documents. Any County employee's signature on Consultant's forms shall be effective only to establish receipt of services.
10. **SECURITY AND ON-SITE PROCEDURES.** At the option of County, all of Consultant's personnel, including employees and contractors ("Consultant Personnel"), shall undergo background checks and will be issued Consultant badges. When badges are required, Consultant Personnel shall not be able to access County facilities until he/she/they have been issued the badge that she/she/they shall be required to display at all times while working onsite. The Consultant shall be responsible for ensuring that the badge issued to a specific individual is strictly and exclusively worn by that individual. Badges shall under no circumstances be shared. At the discretion of County, random badge checks may be conducted. Individuals found without a badge or wearing a badge not issued to them shall immediately be removed from the County facility. The Consultant shall be required to return to the County Representative all badges issued to the Consultant and any of the Consultant's employees and agents, within 10 days after the expiration or termination of this Agreement. The Consultant shall be required to return to the County Representative the Consultant badge issued to Consultant Personnel within 10 days after the termination of the employment of or contractual relationship with such individual. If the Consultant is unable to return all issued badges on or before the time period set forth in this Section, then County will charge the Consultant fifty dollars (\$50.00) per missing badge, which sum shall be deducted from any sum payable hereunder to the Consultant.

11. **TERMINATION.** County reserves the right to terminate this Contract, in whole or in part, with or without cause by written notice to the Consultant. In the event of termination, the Consultant shall incur no additional expenses and shall perform no further Services for County under this Contract after the date of receipt of the notice of termination, unless otherwise specified by County. County shall pay the Consultant for all Services satisfactorily performed prior to receipt of the notice of termination and for other services required by County to be completed prior to termination and satisfactorily performed. In the event that County terminates this Contract for cause, the provisions of the paragraph titled “Damages” shall apply.
12. **DAMAGES.** If the Consultant fails to comply with any material provision of the Contract, the Consultant shall be liable for any and all damages, including without limitation, the cost of procuring similar supplies or services and all other costs and expenses incurred by County because of such failure. All time limits stated in this Contract are of the essence. The Consultant’s failure substantially to complete the Services in conformance with this Contract shall result in damages suffered by County, including, without limitation, County’s cost to complete the Services together with any other expenses incurred, as determined by County. County may offset any amounts owed to it as damages against any monies due and owing to the Consultant under this Contract. In addition, County shall be entitled to any other rights and remedies available to it in law or equity.
13. **NON-ASSIGNMENT, SUBCONTRACTORS** The Consultant shall not assign this Contract or engage any subcontractor to perform the Services without the prior written consent of the County Representative. The Consultant shall be responsible for the acts and omissions of its agents, employees and subcontractors. The Consultant shall bind each subcontractor to the terms of this Contract, and require or provide insurance coverage for each subcontractor as will protect them from claims which may arise out of or result from operations under this Contract, including but not limited to additional insured and waiver of subrogation requirements in favor of County, and workers’ compensation coverage. This Contract is voidable by County and County may terminate this Contract if the Consultant assigns or subcontracts its performance of this Contract without the prior written consent of the County Representative, which may be denied or conditioned in the sole discretion of the County Representative. Any such assignment or subcontracting without the County Representative’s prior written consent shall be a material breach of this Contract.
14. **INDEPENDENT CONTRACTOR STATUS; PAYMENT OF TAXES AND UNEMPLOYMENT INSURANCE.** The Consultant is an independent contractor and is not an agent, servant or employee of County. The Consultant and its employees are not entitled to workers’ compensation benefits through County. The Consultant is solely responsible for necessary and adequate workers' compensation insurance and shall be responsible for withholding and paying all federal and state taxes. The Consultant and its employees are not entitled to unemployment insurance benefits unless unemployment compensation coverage is provided by an entity other than County. The Consultant hereby acknowledges full and complete liability for and timely payment of all local, state and federal taxes imposed including, without limitation, tax on self-employment income, unemployment taxes and income taxes.
15. **INSURANCE.** The Consultant and its subcontractors shall purchase and maintain such insurance in a company or companies licensed to do business in the State of Colorado as will protect them from claims which may arise out of or result from operations under the Contract, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed

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by any of them, or by anyone for whose acts any of them may be liable. The insurance required in this paragraph shall be written for not less than the amounts set forth in Exhibit C attached hereto. The Consultant, prior to commencing the Services and during the term of this Contract, shall provide County written evidence of insurance coverage within three (3) business days of a request from County. The Consultant shall provide County no less than thirty (30) days' prior written notice of any proposed change to, or cancellation of the insurance coverage. Any proposed change to the insurance coverage shall comply with the terms of this Contract. If requested by County, the Consultant shall request from its insurance company an endorsement to the insurance policy for this Contract, in a form approved by the Jefferson County Attorney's Office, which will require the insurance company to provide County with notice of cancellation of the policy. The Consultant shall promptly comply with all terms of the endorsement and shall pay the cost of the endorsement. Any deviations below the insurance standards set forth above must be approved by Jefferson County Safety & Compliance.

16. **CERTIFICATE OF INSURANCE**. All certificates of insurance and guarantees required by this Contract shall be submitted by the Consultant to County prior to commencement of the Services. Within a reasonable time after submittal, County shall either approve the certificates of insurance or notify the Consultant of any unacceptable conditions stating the specific reasons therefor. The Consultant shall promptly re-submit an acceptable certificate of insurance, which County shall review within a reasonable time. Certificates of insurance shall name County of Jefferson as an additional insured as its interest may appear. The Consultant shall not begin performance of the Services until County has received acceptable certificates of insurance.
17. **INDEMNIFICATION**. The Consultant shall indemnify, defend and hold County and its officials, agents and employees harmless from and against any and all claims, damages, losses, injuries and expenses (including reasonable attorneys' fees), relating to or arising out of: (1) any act or omission of the Consultant, its officers, employees, sub-contractors, or agents in connection with the performance of the Services; (2) any breach of a covenant, representation or warranty made by the Consultant under this Contract; (3) use by the Consultant of any intellectual property in connection with the Services (whether such intellectual property is owned by the Consultant or a third party) or the incorporation by the Consultant of intellectual property into the Services; and (4) any workers' compensation claims brought by an officer, employee, subcontractor or agent of the Consultant relating to or arising out of such person's performance of the Services.
18. **EQUAL EMPLOYMENT OPPORTUNITY**. The Consultant shall not refuse to hire, discharge, promote or demote, or discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, color, national origin or ancestry, religion, disability, age, sexual orientation, gender identity, veteran status, or any other basis prohibited by federal, state or local law.
19. **NON-APPROPRIATION**. The payment of County obligations in fiscal years subsequent to the current year is contingent upon funds for this Contract being appropriated and budgeted. If funds for this Contract are not appropriated and budgeted in any year subsequent to the fiscal year of execution of this Contract, this Contract shall terminate. County's fiscal year is currently the calendar year.
20. **WARRANTIES**. The Consultant represents and warrants that:

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- (a)** It is fully qualified to perform the Services and will perform the Services in a timely, accurate, and competent manner in accordance with the professional standards of the industry; provided that this warranty shall not abrogate any independent duty of care owed by the Consultant to County;
- (b)** Any methodologies or programs or other intellectual property utilized under this Contract were independently developed by it or duly licensed from third parties and shall neither infringe upon nor violate any patents, copyrights, trade secrets or other proprietary or intellectual property rights of a third party;
- (c)** If it is an entity, it is duly organized, validly existing, and in good standing under the laws of the State of Colorado;
- (d)** The execution, delivery and performance of this Contract by the Consultant does not and will not: (1) require the consent of any undisclosed person or entity, (2) violate any legal requirement or (3) conflict with, or constitute a breach or violation of (a) its entity's organizational documents, if any, or (b) the terms or provisions of any other agreement, instrument or understanding by which the Consultant is bound or affected.

21. CONFIDENTIALITY.

- (a)** During the course of Consultant's performance of the Services, Consultant may have access to certain confidential and proprietary information owned by the County that may be disclosed to Consultant and Consultant's employees, agents, representatives, assigns or subcontractors orally, in writing or by observation. All such information disclosed to Consultant or Consultant's employees shall be maintained in strict confidence, shall not be used except as necessary for the performance of the Contract and shall not be disclosed to any third party without prior written approval of the County unless required under the Colorado Public Records Act or other law. All tangible items or material developed by or made available to Consultant or Consultant's employees, agents, representatives, assigns, or subcontractors hereunder shall be delivered to the County promptly upon the cancellation, termination or completion of this Contract.
- (b)** The Consultant agrees to use the highest degree of care to maintain the confidentiality of all Confidential Information. Without limiting the generality of the foregoing, the Consultant: (i) shall restrict access to Confidential Information to those personnel who require access to perform the Services; (ii) shall not use Confidential Information for any purpose except as necessary to perform the Services; (iii) shall not disclose Confidential Information to any third party without prior written approval of County, unless required under the Colorado Open Records Act or other law; (iv) shall store all tangible documents containing Confidential Information in a locked room when not being processed; (v) shall store all digitized documents containing Confidential Information in a secure environment; (vi) shall securely transport, handle and process documents and materials containing Confidential Information; (vii) shall promptly notify the County Representative of any use or disclosure of Confidential Information in violation of this section and cooperate with County to mitigate or redress such unauthorized use or disclosure; and (viii) shall promptly

return to County all tangible records containing Confidential Information upon the request of the County Representative or upon the expiration of termination of this Contract.

22. NOTICES.

- (a) “Key Notices” under this Contract are notices regarding Contract default, dispute, or termination. Key Notices shall be given in writing and shall be deemed received if given by: (i) electronic mail (as set forth in subsection (b) below) when transmitted, if transmitted on a business day and during normal business hours of the recipient, and otherwise on the next business day following transmission; (ii) certified mail, return receipt requested, postage prepaid, three (3) business days after being deposited in the United States mail; or (iii) overnight carrier service or personal delivery, when received. For Key Notices, the parties will follow up any electronic mail with a hard copy of the communication by the means described in subsection (a)(ii) or (a)(iii) above. The requirement for following up a Key Notice made by electronic mail with a hard copy shall be deemed waived by the receiving party upon acknowledgement, via electronic mail, within three business day of transmission of the Key Notice, that the Key Notice has been received. All other communications or notices between the parties that are not Key Notices may be done via electronic mail. Notice shall be given to the parties at the following addresses:

The Consultant:

County:

County Manager
100 Jefferson County Pkwy
Golden, CO 80419
E-Mail: jmkerby@jeffco.us

with a copy to:

Jefferson County Attorney
100 Jefferson County Pkwy.
Golden, CO 80419-5500
Tele: 303-271-8900
E-Mail: CAOContracts@jeffco.us

All Key Notices to County shall include a reference to the Contract including the Consultant’s name and the date of the Contract.

- (b) **Electronic Mail.** The parties agree that: (i) any notice or communication transmitted by electronic mail shall be treated in all manner and respects as an original written document; (ii) any such notice or communication shall be considered to have the same binding and legal effect as an original document; and (iii) at the request of either party, any such notice or communication shall be re-delivered or re-executed, as appropriate, by the party in its

original form. The parties further agree that they shall not raise the transmission of a notice or communication, except for Key Notices, by electronic mail as a defense in any proceeding or action in which the validity of such notice or communication is at issue and hereby forever waive such defense. For purposes of this Contract, the term “electronic mail” means email.

23. **MISCELLANEOUS PROVISIONS.**

- (a) **Compliance with Laws.** The Consultant shall observe and comply with all Federal, State and local laws, regulations and ordinances that affect the Consultant or those employed or engaged by it, the materials or equipment used and the performance of the Services. The Consultant shall procure all necessary approvals, licenses and permits at its own expense.
- (b) **Officials Not to Benefit.** No elected or employed member of the Jefferson County government shall be paid or receive, directly or indirectly, any share or part of this Contract or any benefit that may arise therefrom.
- (c) **Conflict of Interest.** The Consultant shall not knowingly perform any act that would conflict in any manner with the performance of the Services. The Consultant certifies that it is not engaged in any current project or business transaction, directly or indirectly, nor has it any interest, direct or indirect, with any person or business that might result in a conflict of interest in the performance of Services.
- (d) **County’s Ownership of Documents/Deliverables.** Any data, documents or other things or information provided by County to the Consultant or to which the Consultant has access during the performance of the Services (the “County Documents”) and any reports, drawings, results, conclusions of the Services or other writings or products produced by the Consultant (the “Deliverables”) shall be and remain the sole property of County at all times; and the Consultant shall not use any of the Deliverables or County Documents for any other purpose. County shall retain all right, title and interest in and to both the County Documents and the Deliverables. The Consultant shall provide to County all of the Deliverables and return all County Documents by the Contract completion date, or the earlier termination of this Contract. The Consultant shall not disclose to any third party any County Document or Deliverable without the prior written approval of County unless required under the Colorado Public Records Act or other law.
- (e) **Governing Law, Forum, Venue.** This Contract and the rights and duties of the parties hereunder shall be interpreted in accordance with the laws of the State of Colorado applicable to contracts made and to be performed entirely within such State without regard to its conflict of law provisions; and the Courts of such State shall have sole and exclusive jurisdiction over any disputes or litigation arising hereunder. Venue for any and all legal actions arising hereunder shall lie in the District or County Court in and for the County of Jefferson, State of Colorado.
- (f) **Survival.** Notwithstanding anything to the contrary, the parties understand and agree that all terms and conditions of this Contract that require continued performance or compliance beyond the termination or expiration of this Contract, including without limitation the

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indemnification and warranty provisions, shall survive such termination or expiration and shall be enforceable against a party if such party fails to perform or comply with such term or condition.

- (g) **Sales Tax Exemption.** The Consultant will not be required to pay Colorado State sales and use taxes for the Services. The Consultant may obtain a sales tax exemption permit from the State of Colorado, Department of Revenue, if necessary, to obtain materials for the Services without the payment of Colorado State sales and use tax.
- (h) **Waiver.** This Contract or any of its provisions may not be waived except in writing by a party's authorized representative. The failure of a party to enforce any right arising under this Contract on one or more occasions will not operate as a waiver of that or any other right on that or any other occasion.
- (i) **Severability.** If any provision of this Contract or the application thereof to any person or in any circumstance shall be unenforceable to any extent, the remainder of this Contract and the application of such provision to other persons or in other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- (j) **No Third-Party Beneficiaries.** The enforcement of this Contract and all rights of action relating to such enforcement, shall be strictly reserved to County and the Consultant. Nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other third person, nor shall anything contained in this Contract be construed as a waiver of any provision of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et. seq.*, as amended. It is the express intention of County and the Consultant that any such person or entity, other than County or the Consultant, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.
- (k) **Records Retention.** The Consultant shall maintain all records, including working papers, notes and financial records, which records shall be available to the County for inspection and audit for a period of three (3) years from the date of termination of the Contract unless the Consultant is notified in writing by County of the need to extend the retention period. Copies of such records shall be furnished to County upon request without charge by the Consultant.
- (l) **Execution by Counterparts; Electronic Signatures.** This Contract 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 Contract. All documents must be properly notarized, if applicable. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§24-71.3-101 to -121.
- (m) **Proper Execution.** Each party represents that all procedures necessary to authorize such party's execution of this Contract have been performed and that the person signing for such party has been authorized to do so.

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[The remainder of this page is intentionally left blank.]

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The parties hereto have caused this Contract for _____ to be executed.

COUNTY OF JEFFERSON
STATE OF COLORADO

By _____
Vera Braeckman-Kennedy
Acting Purchasing Operations Manager

STATE OF COLORADO
COUNTY OF JEFFERSON

The foregoing Contract for Consultation for Potential Ballot Solutions for Funding Challenges acknowledged before me this _____ day of _____, 2023, by Vera Braeckman-Kennedy, Acting Purchasing Operations Manager of County of Jefferson, State of Colorado.

Notary's official signature

APPROVED AS TO FORM:

Carey T. Markel
Deputy County Attorney

(Signatures continue on next page)

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CONSULTANT:

By: _____

Name/Title: _____

STATE OF _____

COUNTY OF _____

The foregoing Contract for Consultation for Potential Funding Challenge Solutions was acknowledged before me this _____ day of _____, 2023, by _____ as _____ of _____.

Notary's official signature

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EXHIBIT A
STATEMENT OF WORK
(See attached)

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**EXHIBIT B
CONSULTANT'S HOURLY RATE & FEE SCHEDULE**

Service Type/Position Title/Name	Hourly Rate
	\$
	\$
	\$

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**EXHIBIT C
INSURANCE REQUIREMENTS**

(See attached)

	INSURANCE REQUIREMENTS –	GENERAL
I	Prior to the commencement of any work the vendor shall register with Jefferson County’s certificate compliance system. You will be receiving a registration e-mail from certificatecompliance@imacorp.com.	Required
II	Certificate Holder must be: Jefferson County, Colorado. c/o IMA Certificate Compliance 1705 17th Street, Suite 200 Denver, CO 80202	Required
III	Jefferson County must be added as an additional insured to general liability policy	Required
IV	All policies as required shall provide a waiver of subrogation in favor of Jefferson County	Required
V	Insurance Requirements	
	Commercial General Liability - (on form CG 00 01 04 13 or its functional equivalent): If applicable to the scope of work, the following shall be included: <ul style="list-style-type: none"> - No exclusion for abuse or molestation - No exclusion for assault and battery - Liquor Liability 	Required \$1M ea occurrence \$2M general aggregate \$1M Personal Injury \$2M products and completed operations aggregate
	Professional Liability/Errors and Omissions limits.	\$1M ea claim \$1M aggregate
	All deductibles or self-insured retentions (SIRs) in excess of \$5,000 must be listed on the certificate of insurance.	Required
	The insurance requirements specified by the county shall remain in effect for the full term of the contract and/or agreement and any extension thereof. Updated Certificates of Insurance shall be sent to the county during the full term of the contract and/or agreement and any extension thereof.	Required
	The county reserves the right to reject any insurer it deems not financially acceptable on insurance industry resources. Property and liability insurance companies shall be licensed to do business in Colorado and shall have an A.M. Best rating of not less than A- and/or VII. Additionally, the county reserves the right to reject any insurance with relatively large deductibles or self-insured retentions (SIRs), deemed by the county to pose too high a risk based on the size of the contractor, financial status or rating of the contractor, or based on the size or type of the project and the exposure.	Required
	Any deviations below the standards given above must be approved by Jefferson County Safety and Compliance.	Required
	Any subcontractors must meet the same insurance requirements for the contract or purchase order unless Safety and Compliance has approved a deviation.	Required

