



CITY OF BOULDER, COLORADO
REQUEST FOR PROPOSALS

RFP NO. 03-2010
Driven To Drive Less – Marketing Campaign

ISSUE DATE: February 4, 2010

DUE DATE: 4:00 PM, March 1, 2010

CONTACT:
Chris Hagelin, Senior Transportation Planner
303-441-1832
hagelinc@bouldercolorado.gov

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**CITY OF BOULDER, COLORADO
REQUEST FOR PROPOSALS
RFP NO. 03-2010**

DRIVEN TO DRIVE LESS CAMPAIGN

Issued: February 4, 2010

The City of Boulder, Colorado is seeking marketing firms, production companies, advertising agencies and other interested parties to design and implement a 'one-less car' campaign in the City of Boulder.

In accordance with the specifications of the RFP, sealed proposals will be received in the office of the Purchasing Coordinator until 4:00 PM, Monday, March 1, 2010. Late proposals will not be considered.

A copy of the Request for Proposal (RFP) may be obtained from the city's web site at:
www.bouldercolorado.gov/purchasing

Sealed Proposals shall plainly marked 'RFP No. 03-2010, Driven To Drive Less Campaign, 4 P.M., March 1, 2010. Proposals can be mailed to:

Calder Grey
City of Boulder- Purchasing Coordinator
P.O. Box 791
Boulder, Colorado 80306

Hand delivered proposals must be delivered to the office of the Purchasing Coordinator, 1777 Broadway, Boulder, CO 80302

Proposals shall be prepared at the bidder's expense and becomes a city record and therefore a public record.

The services upon which proposals are submitted shall equal or exceed the specifications outlined in the RFP. Preference is hereby given to labor, materials, supplies or provisions produced, manufactured or grown in Colorado, quality and price being equal to articles or services offered by competitors outside the State of Colorado.

The lowest responsible and best proposal shall be accepted; provided, however, that the city, acting through its duly authorized representatives, shall have the right to reject any and all proposals and waive any irregularity contained in said proposal.

City of Boulder, Colorado
A Municipal Corporation

By: _____
For the Director of Finance and Record
Ex-officio City Clerk

PART I: GENERAL INFORMATION

BACKGROUND INFORMATION

The City of Boulder is requesting proposals by a qualified organization or team of organizations to design and implement an interactive, multi-media campaign based on successful 'one less car' campaigns implemented in other parts of the country.

In a 'one less car' campaign, households or individuals that participate pledge to give up one or more of their vehicles for a specific period of time; either for one month (Tier 1) or a year (Tier 2) as proposed in the City of Boulder' scope of work submitted to the Colorado Department of Transportation (CDOT). Often, participants are paid a nominal amount for each day they remain car-lite or car-free and have chance to win prizes at the end of the campaign. To help adjust to their 'car-free' or 'car-lite' lifestyle, participants are provided with a variety of tools, materials and incentives from campaign sponsors and the local government.

In the spring of 2009, the City of Boulder applied for and was awarded a federal Congestion Mitigation and Air Quality (CMAQ) grant for \$105,000 from the Denver Regional Council of Governments (DRCOG) to implement a 'one less car' campaign. To secure the grant, the City of Boulder matched the federal money with an additional \$40,000. In addition to these funds, the City is providing \$10,000 worth of staff labor. Further details on the budget, including sponsor contribution requirements are outlined below under Project Budget. The selected team will be charged with planning and implementing a 'one less car' campaign in coordination with the City of Boulder and GO Boulder staff.

The goals of the City of Boulder's campaign are to stimulate long-term travel behavior change in participants and to creatively demonstrate to the general public the ability of Boulder residents to live car-free or car-lite.

CMAQ funding is provided for two-year projects. The project will begin as soon as a vendor is selected and a contract is in place between the vendor and the City of Boulder. For this round of federal CMAQ funding, projects are to be completed within two years of the contract between the City of Boulder and CDOT dated November 2009.

SCOPE OF WORK

The City of Boulder has contracted with CDOT and submitted a Scope of Work. The City of Boulder is charged with developing, implementing and monitoring the campaign. The Scope of Work describes the overall campaign vision, outlines major tasks, and provides

an estimated budget and project schedule. Attachment A contains the Scope of Work that was submitted to and approved by CDOT.

The Scope of Work provides the foundation for the campaign. Respondents can suggest modifications within limitations. The table below lists the elements of the campaign that are required by the CDOT Scope of Work and cannot be modified.

Table 1: Required Elements of the Campaign

Requirements
Minimum participants: 250 households fully participating in Tier 1 or Tier 2.
Collection of required performance measures*
Timeline Adherence: Entire campaign must be completed within a two year period.
The minimum participating households must be in Boulder city limits.
Produce Progress Reports, Program Evaluation and Final Report to CDOT

*All federal CMAQ projects are required to demonstrate and calculate reductions of vehicle trips, vehicle miles traveled and emissions. City of Boulder staff will work with the team to design appropriate before and after data collection methodologies to calculate the required performance measures.

PROJECT BUDGET

The total amount of money used to plan, implement and evaluate the campaign comes from a variety of sources. These sources include federal CMAQ funds, the City of Boulder cash match, the City of Boulder in-kind contribution (city staff labor), and contributions from major and minor sponsors.

The funds available for the campaign include \$105,000 in federal CMAQ money, a cash contribution of \$20,000 from the City of Boulder, and a City of Boulder in-kind contribution of \$10,000 worth of staff time and outreach materials. The City of Boulder will also match sponsor cash or in-kind contributions up to \$20,000. The total available funds for the campaign can be increased through additional sponsorship contributions and advertising revenue.

Table 2: Sources of Campaign Funding and Estimated Budget

Source of Funding	Funding Amount
Federal CMAQ funds	\$105,000
Sponsor cash or in-kind contributions (minimum)	\$20,000
City of Boulder sponsor contribution match (maximum)	\$20,000
City of Boulder cash contribution	\$20,000
City of Boulder in-kind contribution (staff labor and campaign materials)	\$10,000
Total Estimated Budget	\$175,000

The table below provides a breakdown of how the City of Boulder estimated the funds would be spent. Major changes to the budget would require approval from CDOT.

Table 3: The budget submitted to CDOT*

Budget Category	Budgeted amount
Campaign Design and Planning	\$50,000
Campaign Production	\$50,000
Campaign Support/Implementation	\$50,000
Incentives/prizes	\$10,000
Evaluation	\$5,000
Total	\$165,000

*Total does not include the City of Boulder in-kind contribution of staff labor and outreach materials

CITY OF BOULDER ROLES AND RESPONSIBILITIES

While the selected team will be responsible for the majority of tasks related to planning and implementing the campaign, they will work closely with City of Boulder staff. City staff will also fulfill specific roles and responsibilities, which include:

1. Providing funding and staff time as stated in the project budget.
2. Providing access to the City and GO Boulder's extensive library of research data, photos, images, logos, print materials, and templates.
3. Providing existing electronic and hardcopy materials, maps, schedules for use by participants.
4. Assisting in the development and implementation of data collection methods to track required performance measures.
5. Being responsible for managing invoices, progress reports, and the final report for CDOT.
6. Ensuring that the campaign abides by City Code.

QUESTIONS REGARDING THE RFP

Interested parties who request clarification of the RFP requirements may submit written questions (via email) to the Program Manager(s) at any time up to 4 p.m. (MDT) on February 18th, 2010. All questions received by the deadline will be included in a Q&A posted on the Purchasing web site (www.bouldercolorado.gov/purchasing) by 5 p.m. on February 22.

CONTACT INFORMATION

Upon release of this RFP, all consultant communications concerning the overall RFP should be directed to the Project Manager listed below. Unauthorized contact regarding this RFP with other city employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the city. Consultants should rely only on written statements issued by Project Manager.

Program Manager: Chris Hagelin – Senior Transportation Planner
Telephone: 303-441-1832
Email: hagelinc@bouldercolorado.gov

Or

Program Manager: Cris Jones – Transportation Planner
Telephone: 303-441-3217
Email: ionesc@bouldercolorado.gov

PART II: REQUIRED PROPOSAL ELEMENTS & FORMAT

PROPOSAL MATERIALS (ENVIRONMENTAL PURCHASING POLICY)

For purposes of review and in the interest of the City's Sustainable Paper Use Policy and sustainable business practices in general, the City encourages the use of submittal materials (i.e. paper, dividers, binders, brochures, etc.) that contain post-consumer recycled content and are readily recyclable. The City discourages the use of materials that cannot be readily recycled such as PVC (vinyl) binders, spiral bindings, and plastic or glossy covers or dividers. Firms are encouraged to print/copy on both sides of a single sheet of paper wherever applicable (if sheets are printed on both sides, it is considered to be two pages). Color is acceptable, but content should not be lost by black-and-white printing or copying.

PROPOSAL CONTENT

This section outlines how your organization should respond to this RFP. Essentially, respondents are asked to answer a series of questions related to the major tasks of the campaign. Please answer each question thoroughly, provide an estimated budget for the task (when applicable) and a project timeline from the Notice to Proceed.

Part 1: Project Vision (1000 word limit)

Taking into account the City of Boulder's CDOT scope of work and what is required and what can be modified, we would like to understand your overall vision and approach to the campaign. During the application process, City of Boulder staff came up with "Driven to Drive Less" and "Boulder Idle" as possible titles for the campaign. Respondents are free to suggest other names for the campaign and offer an explanation for the recommended name as part of their response.

For this part, please respond to the following:

- 1. Describe in 1000 words or less, your overall vision for the campaign, including any other suggested titles for the campaign.*

Part 2: Description of Project Tasks

For each project tasks listed below, your response must include a description of how your team will accomplish the task, and when appropriate, an estimated budget per task and time of completion from the Notice to Proceed.

Task 1: Recruiting Sponsors

The City of Boulder staff envisions having at least one major sponsor and host of minor sponsors for the campaign. The CDOT scope of work requires that sponsors provide a minimum of \$20,000 cash or in-kind as contributions in support of the campaign. The City of Boulder will match these sponsor contributions with up to \$20,000 in cash.

Respondents can raise additional funds for the campaign beyond the \$20,000 minimum through additional sponsors or advertising agreements. Respondents should familiarize themselves the Sign Code of the Boulder Revised Code (Section 9) before answering questions to this section.

For this task, please respond to the following:

1. *Describe how you intend to recruit sponsors for the campaign.*
2. *Provide a list of potential sponsors that align with the spirit of the campaign.*
3. *How will you recognize sponsors within the City of Boulder's Sign Code?*
4. *Provide an estimated timeline and budget for this task.*

Task 2: Recruiting Participants

The success of this campaign depends first on recruiting Boulder households that have access to one or more vehicles to pledge to “park” at least one of them from a month to a year, and second, keeping those households active for the duration of the campaign. Residents that are already living a ‘car-free’ lifestyle may be able to contribute to the campaign in other ways. To meet the requirements of the City’s contract with CDOT, the selected team must recruit a minimum of 250 individuals/households in Boulder as Tier 1 or Tier 2 participants.

A possibility that City Staff has considered for this task includes a city-wide casting call for participants modeled after popular reality shows like “Survivor” or the “Greatest Job in the World,” in which residents upload videos to the campaign Web site explaining why they should be named ‘Boulder Idle’ or ‘The Biggest User’ (of alternative modes). Staff has also considered the possibility of having people vote for their favorite submissions to raise awareness of the campaign.

To retain participants, residents that pledge to go car-lite or car-free may need to be given incentives and the chance of winning a grand prize. As the CDOT Scope of Work indicates, possibilities presented by City Staff include paying a nominal amount of cash to participants each day, giving more significant grand prizes for “winners” from each tier, or providing gifts/discounts from sponsors for participating or completing special “game show” type challenges.

Under Tasks 5 and 8, you will be asked to describe how you will retain participants and with what incentives including grand prize rewards will you offer to “winning participants” at the campaign conclusion.

For this task, please respond to the following:

1. *Describe how you plan on recruiting a minimum of 250 Boulder participants for the campaign.*
2. *What criteria will you use to select participants?*
3. *Describe what incentives will be used to recruit participants.*
4. *Describe what special activities you envision participants completing.*

5. *Provide an estimated budget and timeline for this task.*

Task 3: Identifying Participants.

To create awareness of the campaign among the general public, participants and their “parked” vehicles should be easily identified. Some possibilities that City Staff has considered for this task include providing participants with car covers that are placed over their “parked” vehicle(s), having windshield shades made for participants’ vehicles, or having participants’ vehicles symbolically booted. Boulder’s Sign Code will restrict possibilities in this area, but respondents are encouraged to think creatively and suggest ideas that push the envelope. City staff will work with the selected team to ensure that the campaign conforms to the Sign Code.

For this task, please respond to the following:

1. *To raise awareness of the campaign and engage the public, describe how you will identify and highlight participants and their “parked” vehicles.*
2. *Provide an estimated budget for this task.*

Task 4: Empowering participants

Going ‘car-lite’ or ‘car-free’ is not easy even in a city like Boulder with its high frequency Community Transit Network, pedestrian-friendly downtown, and award-winning bikeways. Not only do participants need incentives, they also need to be empowered to learn how to confidently use the system without a car.

For this task, please respond to the following:

1. *Describe how you will empower participants to adjust to and thrive in their new lifestyle.*
2. *How will you build the confidence of participants in their knowledge and ability to use other transportation options?*
3. *What type of training, activities, tools, and materials do you propose using?*
4. *Describe what assistance you will require from the City of Boulder and specifically, GO Boulder.*
5. *Provide an estimated budget for this task.*

Task 5: Retaining participants

To retain participants, residents that pledge to go car-lite or car-free may need to be given incentives and the chance of winning a grand prize. As the CDOT Scope of Work indicates, possibilities presented by City Staff include paying a nominal amount of cash to participants each day or providing gifts/discounts from sponsors for participating or completing special “game show” type challenges. Respondents are free to come up with other ideas to persuade participants to fulfill their pledge and remain active until the conclusion of the campaign and beyond.

In Task 8, you will describe how you will reward winning participants at the conclusion of the campaign.

For this task, please respond to the following:

- 1. Describe how you will persuade participants to fulfill their pledge.*
- 2. Describe other ways, such as periodic challenges, you plan on retaining participants.*

Task 6: Engaging general public

The City of Boulder is looking for a campaign that engages the general public. The City would like to see not only friends and family members of participants following their adjustments to a new lifestyle, but the public in general. As stated in the CDOT Scope of Work, the initial idea is to use Web 2.0 technology and social networking to allow the public to follow participants and even vote for campaign winners.

For this task, please respond to the following:

- 1. Describe your team's approach to engage the public throughout the entire campaign.*
- 2. Provide an estimated budget for this task.*

Task 7: Measuring Success

Federal CMAQ grants require the collection of specific data to measure the effectiveness of projects. The City will assist respondents with the development and implementation of data collection methods to measure change in travel behavior and required performance measures.

The performance measures required by CMAQ grants include:

- Change in vehicle trips
- Change in vehicle miles of travel (VMT)
- Change in transportation-related emissions

For this task, please respond to the following:

- 1. Although measuring performance will be a collaborative effort, please describe any ideas you have for collecting and reporting data for required performance measures.*
- 2. What other ways would you measure the "success of the campaign" beyond the required performance measures?*
- 3. Provide an estimated budget for this task.*

Task 8: Determining overall winners and the campaign conclusion/climax

City staff envisions some kind of grand finale to the campaign in which participants are selected as the winners of each tier. The grand finale should not only provide a venue to recognize participants and winners but also engage the general public.

For this task, please respond to the following:

1. *Describe your ideas for how to end the campaign with a bang that recognizes winning participants and engages the public.*
2. *Describe how overall winners will be selected and what they will win in terms of cash and/or prizes.*
3. *Describe how the general public will be a part of the grand finale.*
4. *Provide an estimated budget for this task.*

Task 9: Invoicing

The selected vendor will be required to submit monthly invoices as directed by the City of Boulder staff and following the guidelines set by Section 8 of the contract between the City and CDOT. The selected vendor is required to provide a brief project status report with the monthly invoice which includes:

- A summary of recent activity
- Deliverables produced
- Data collected on performance measures
- Budget update.

For this task, please respond to the following:

1. *Provide a sample invoice.*
2. *Provide hourly rates for key staff.*

Part 3: Schedule and Timeline

CMAQ funds are allocated over two years. For this CMAQ grant, the final report, evaluation and invoice completed by the City of Boulder must be submitted to CDOT two years from contract date; estimated to be in November 2011. For the campaign itself, city staff recommends that the start of the campaign coincide with Walk and Bike Month in June of 2010. Since some participants will pledge to give up a car for a year, the campaign can then end in June of 2011, during Walk and Bike Month.

For Part 3:

1. *Please provide a work schedule and timeline for your proposed campaign.*

Part 4: Qualifications and Experience

Please provide resumes or CVs for your project team as well as descriptions of your team's experience with:

1. *Planning and implementing similar projects, such as:*
 - a. *Participatory campaigns*
 - b. *Behavior change/social marketing*
 - c. *Transportation related outreach and education*
2. *Recruiting sponsors or advertisers*
3. *Implementing multi-media productions*
4. *Implementing Web 2.0 marketing*
 - a. *Social networks*

- b. Web site development*
- c. Online campaigns*
- d. Blogs/Vlogs*

Part 5: Acceptance of Terms and Conditions

All proposals must include a signed copy of Form 1, below, noting any exceptions to the specifications, terms and/or conditions of this RFP. If your firm takes no exceptions to the specifications, terms and conditions of this RFP please indicate so and return a signed copy of Form 1.

FORM 1: ACCEPTANCE OF TERMS AND CONDITIONS

Use this form to indicate exceptions that your firm takes to any terms and conditions listed in the Sample Professional Services Contract attached to this RFP as Exhibit B, as well as the RFP itself. Proposals which take exception to the specifications, terms, or conditions of this RFP or offer substitutions shall explicitly state the exception(s), reasons(s) therefore, and language substitute(s) (if any) in this section of the proposal response. Failure to take exception(s) shall mean that the proposer accepts the conditions, terms, and specifications of the RFP.

Acceptance of exceptions to the specifications, terms and conditions are not guaranteed. Exceptions to which the City can not agree may be grounds for disqualification.

If your firm takes no exception to the specifications, terms, and conditions of this RFP, please indicate so.

List exceptions here:

Company Name:

Signature:

Date:

PART 3: EVALUATION CRITERIA

Evaluation of RFP Response

Responses to this RFP will be evaluated by City of Boulder staff and judged on answers to questions outlined in Section 2 with the weighting listed below.

1. Overall Vision- 15 pts.
2. Description of Major Tasks- 60 pts.
3. Timeline and Schedule- 5 pts.
4. Qualifications- 20 pts.

Exhibit A- Scope of Work CDOT GO Boulder 2010 CMAQ Scope

EXHIBIT A-SCOPE OF WORK

Colorado Department of Transportation GO Boulder 2010 CMAQ Scope Revised as of 9/11/09 -- FINAL

Project Title (Use the same title as in your CMAQ application.)	Driven to Drive Less Campaign
Contact Information (The agency name and key person responsible for managing and implementing the project.)	Cris Jones Chris Hagelin
Agency Name	GO Boulder/city of Boulder
Agency Address (include city, state, zip)	1739 Broadway, Second Floor, Boulder, CO 80306
Program Manager Phone Number	Jones- 303-441-3217 Hagelin- 303-441-1832
Program Manager E-mail	jonesc@bouldercolorado.gov hagelinc@bouldercolorado.gov
Program Manager Fax Number	303-441-4271
Program Overview Summary (Provide a short, no more than one paragraph, summary of your project – what is the objective of your project and how do you plan to implement it?)	The city of Boulder will implement a campaign to encourage 250 or more households in Boulder to go car free for a pledged amount of time (between one month, Tier 1, and one year, Tier 2). Based on successful "One Less Car" campaigns from other parts of the country, participants that fulfill their pledge to eliminate their use of a car will be paid a nominal monetary amount per day and rewarded with a variety of incentives depending on the amount of time they remain car free. After odometers are read, participants will be provided with devices to identify their car as part of the campaign, such as stylized car covers, windshield screens or magnets, to highlight their participation in the campaign let friends and neighbors know they are "parking" their car as part of the campaign. Tier 1 participants will have an option of extending their participation in the campaign and become Tier 2 participants to receive additional cash and incentives to increase long-term participation. All participants will be provided a variety of online tools and customized travel information and assistance from GO Boulder to help them adjust to their new car-free or car-lite lifestyle. The project will also employ a production team to follow participants, especially Tier 2 participants, and post videos and interviews so that the public can follow their progress and learn about changing travel behavior on a project website. Grand prize winners will also be selected by the public "American Idol" style, or in this case, "Boulder Idle."
Program Overview Details	
Who is your key target audience?	Boulder residents
Where will your project take place?	Boulder, CO
What is the general time-frame of your project? (i.e. during the school year; on-going throughout the year, etc.)	The project will be on-going throughout the 2-year funding period.
What are the key tasks of your project? (Consider these measurements of progress – what are the steps you'll be taking to implement your project?)	1. Identify major sponsor and convene campaign steering committee to meet monthly. GO Boulder will take the role of sponsoring if no other sponsor can be found. 2. Select Campaign Production/Marketing/Design Team through RFP process 3. Design Campaign Web presence, including Web 2.0

	components. 4. Campaign participant solicitation, conduct travel behavior pre-campaign survey and segment participants into tiers 5. Assemble and Distribute "Driven to Drive Less" resources to participating households. 6. Read odometers and distribute identification devices for cars. 7. Provide on-going support to participants via personal contact, and electronic/print resources. 8. Provide on-going coverage of participants online so that friends, family and the general public can follow. 9. Monitor participation and track progress through periodic check-ins with participants. 10. Reward participants who continue to fulfill their pledges with incentives from sponsors. 11. Conduct post-campaign travel behavior survey to measure impact on VMT, vehicle trips and emissions. 12. Award grand prizes through a vote from the public via the campaign website. 13. Preparation of progress reports, Year 1 report, and final report to CDOT
Evaluation	
How will you evaluate the effectiveness of your program? (It is not acceptable to simply say the project will be evaluated upon completion – please provide as much information as possible regarding the type of evaluation, the type of data you'll be collecting, how you'll collect and evaluate it, the timeframe you'll be conducting evaluations, etc.)	Tier 1 participants will be evaluated using pre- and post-campaign on-line travel behavior surveys and before and after odometer readings. Tier 2 participants will complete pre- and post-campaign on-line travel behavior surveys, and will be closely monitored and evaluated with supervised odometer checks.
Partnerships Please list any organization that is a pertinent partner with you in this project.	Potential partners include Boulder County, RTD, University of Colorado, Boulder eGo Carshare, Boulder East TMO, Downtown Boulder Inc., Boulder East TMO, Twenty Ninth Street Retail District, Boulder Chamber of Commerce, Special Transit, and Active Living Business Cluster, as well as major campaign sponsors for the private sector

Budget Overview	Costs
Total Project Cost	\$175,000
CMAQ Federal Funds	\$105,000
Agency Local Match (include overmatch)	\$70,000
Match Percentage of overall project	40%
Budget Details (Provide a general description and an amount of the expenses you expect to charge to this CMAQ program)	
Salaries (list each position, hourly rate and total anticipated hours)	
<i>Senior Transportation Planner, 128 hours at \$39/hr.</i>	\$5,000
<i>Transportation Planner II, 150 hours at \$33/hr.</i>	\$5,000
Media (do not list specific media outlets, but provide general description such as "multimedia campaign" or "fall newspaper campaign", etc.)	
Incentives/Prizes	
<i>Incentives and prizes to Driven to Drive Less contestants</i>	\$10,000
Equipment	
Production (printing, web development, mailings, etc.)	
Consultants (list any subcontractors by function rather than name)	
<i>Campaign design and planning</i>	\$50,000
<i>Production- website, social networking, materials, casting, segmentation, vehicle identification</i>	\$50,000
<i>Campaign support- customized assistance to contestants - the actual implementation and operation of the campaign, i.e. working with participants and maintaining campaign presence in the community, events, maintaining public engagement through social networking sites.</i>	\$50,000
Other	
<i>Evaluation planning, implementation and analysis</i>	\$5000

Description (list the main tasks and identify the months you'll be working on them.)	Phase I												Phase II											
	1	2	3	4	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	9	10	11	12
Task 1																								
Task 2																								
Task 3																								
Task 4																								
Task 5																								
Task 6																								
Task 7																								

Task 8																								
Task 9																								
Task 10																								
Task 11																								
Task 12																								
Task 13																								

Please list any issues regarding your timeframe that may be affected by season, budgeting, etc. (i.e. the project will be implemented in conjunction with a local convention; or, the project will be implemented during the school year, etc.)

GO Boulder is planning on having the Driven to Drive Less Campaign coincide with 2010 Walk and Bike Month.

*Month "1" begins the month you receive your signed contract and letter to proceed from CDOT.

EXHIBIT B

DRAFT AGREEMENT FOR CONSULTING SERVICES

THIS AGREEMENT is made this ____ day of _____, 20__ by and between the City of Boulder, Colorado, a Colorado home rule city (“the City”), and _____, (the “Consultants”).

RECITALS

A. The City desires to obtain consulting services during the period from _____ through _____, in connection with the procurement of _____ (the “Project”).

B. The Consultants provide professional consulting services to the public and are fully qualified to perform the consulting services needed by the City in connection with the Project.

COVENANTS AND CONDITIONS

NOW, THEREFORE, in consideration of the promises and obligations set forth below, the City and the Consultants agree as follows:

I. SCOPE OF SERVICES

A. General.

The Consultants shall serve as the City’s professional advisors and representatives in connection with the Project and shall consult with and advise the City as it reasonably requires during the term of this Agreement. As a general matter, they shall communicate with the City about the Project only through _____, who has been assigned by the City to the Project as Project Manager.

B. Specific Duties and Responsibilities

In connection with the Project, the Consultants shall undertake the duties and responsibilities and provide the services described in Appendix A, captioned "Scope of Work" which consists of ____ pages and is attached hereto and made a part hereof.

C. Extra Services.

Upon the express, written request of the City, the Consultants shall perform services beyond the scope of the duties and responsibilities described in Appendix A. The Consultants shall charge the City for such extra services, if any, in accordance with the provisions of Subsection IV.B.

D. Documents.

All work notes, reports, documents, computer programs (non-proprietary), computer input and output, analyses, tests, maps, surveys, or any other materials developed specifically for the Project are and shall remain the sole and exclusive property of the City. The Consultants, upon request by the City, agree to provide documents or any other materials developed specifically for the Project in an electronically editable format (for example, Word or WordPerfect). The Consultants shall not provide copies of any material prepared under this Agreement to any other party without the prior written consent of the City.

II. COOPERATION BY THE CITY

The City will thoroughly and as expeditiously as reasonably possible consider all reports, sketches, drawings, specifications, proposals, and other documents prepared by the Consultants, and it shall inform the Consultants of all decisions that it has made which would affect the Consultants' work under this Agreement as soon as reasonably feasible. The City will inform the Consultants of any pending change or revision to the Project as soon as reasonably feasible.

The City will provide the Consultants with current, updated plans, if any, for the Project as soon as reasonably feasible after they are produced.

III. SCHEDULE

The Consultants' services are anticipated to be provided over the course of _____, occurring between _____ and _____. A detailed project schedule is presented in Appendix A. However, it is understood by the parties that the actual schedule may differ from what is anticipated. The City shall advise the Consultants in writing of each change in the schedule as soon as feasible after it becomes aware thereof, and the Consultants shall thereafter adjust the timing of their services so as to comply with the revised schedule. The Consultants shall provide their services at such times as are necessary in order to promote the smooth progress of the Project.

IV. AMOUNT OF PAYMENTS TO CONSULTANTS

A. Aggregate Limits.

Unless services in addition to those specified in Section I are subsequently agreed upon in writing, the total amount paid by the City to the Consultants pursuant to this Agreement shall not exceed the sum of \$_____.

B. Specific Charges. The Consultant's primary employees who will work on the Project and their billing rates are set forth Appendix B, which consists of _____ page(s) and is attached hereto and made a part hereof. The City will pay the Consultants on the basis of their time and direct expenses incurred in order to provide the services required by this Agreement.

I. The charge for time shall consist of the hourly rates for the Consultants' employees multiplied by the number of hours and parts of hours each such employee works directly on the Project. The time each such employee must spend traveling in

order to provide the services required by this Agreement will be charged in the same way as his or her other time spent working on the Project. It is understood by the parties that the rates include a surcharge intended to cover profit and overhead, including, but not limited to, taxes, employee benefits, administrative support staff and supplies, office rent and utilities, and insurance. The Consultants' primary employees who will work on the Project and their billing rates, which includes the surcharge, are set forth in Appendix B.

2. Direct expenses incurred by the Consultants in connection with the Project shall be charged to the City on the basis of the expenses actually incurred by the Consultants, without any additional surcharge added by the Consultants. Such direct expenses shall include printing costs and long-distance telephone charges. Any direct or indirect expenses incurred by the Consultants while working on the Project that are in common with work on other projects for other clients shall be prorated among all those clients according to the benefit derived by each client. The City shall not pay for the expense of the Consultants' owned or hired automobiles used in the connection with the Project, which shall be considered a part of the Consultants' hourly rates.

C. Inspection of Records.

Upon reasonable, advance request, the City may inspect and copy any or all records of the Consultants which would bear on any amounts charged to the City pursuant to this Agreement.

V. TIME OF PAYMENTS TO CONSULTANTS

The Consultants shall bill their charges to the City periodically, but no more frequently than once a month. Each bill shall contain a statement of the time that the primary employees

spent on the Project since the previous bill, a brief description of the services provided by each such employee and an itemization of direct expenses for each task.

VI. QUALIFICATIONS ON OBLIGATIONS TO PAY

Notwithstanding any other terms of this Agreement, the City may withhold any payment (whether a progress payment or final payment) to the Consultants if any one or more of the following conditions exists:

- A. The Consultants are in default of any of their obligations under this Agreement.
- B. Any part of such payment is attributable to services which are not performed according to this Agreement. (The City will pay for any part thereof attributable to services performed according to this Agreement).
- C. The Consultants have failed to make payments promptly to any third parties used in the services for which the City has made payment to the Consultants.
- D. The City, in its good faith judgment, determines that the portion of the compensation then remaining unpaid will not be sufficient to complete the Project or any task according to this Agreement. In such case, no additional payments will be due to the Consultants until the Consultants, at their sole cost, perform a sufficient portion of the Project or task so that the City determines that the compensation then remaining unpaid is sufficient to complete the Project or task.
- E. No partial payment shall be final acceptance or approval of that part of the Project or task paid for, or shall relieve the Consultants of any of their obligations under this Agreement.

VII. CONSULTANTS' DUTIES

A. Abilities, Qualifications, Experience, and Best Efforts.

Notwithstanding anything to the contrary contained in this Agreement, the City and the Consultants agree and acknowledge that the City enters into this Agreement relying on the special and unique abilities of the Consultants to accomplish the Project. The Consultants accept the relationship of trust and confidence established between them and the City by this Agreement. The Consultants covenant with the City to use their best efforts. The Consultants shall further the interests of the City according to the City's requirements and procedures, according to the highest professional standards and in compliance with all applicable national, federal, state, municipal laws, regulations, codes, ordinances, orders and with those of any other body having jurisdiction.

B. No Conflicts.

The Consultants represent, covenant, and agree that they have and will undertake no obligations, commitments, or impediments of any kind that will limit or prevent them from the timely completion of the Project, loyally and strictly according to the best interests of the City. In case of any conflict between interests of the City and any other entity, the Consultant shall fully and immediately disclose the issue to the City and shall take no action contrary to the City's interests.

C. Limitation on Public Statements and Lobbying Activity.

Consultants are retained to provide information and advice to the City that includes confidential data, work product, and other privileged or confidential information that is protected under pertinent laws and City policies. In order to maintain the fact and appearance of

absolute objectivity, loyalty, and professionalism, Consultants shall not, without the prior written consent of the City, do any of the following:

1. Disclose at any time information obtained as a result of this contractual relationship to any third party;
2. Lobby any City agency on any pending matter while they are under contract to the City;
3. Make any public statements or appear at any time to give testimony at any public meeting on the subject matters with regard to which Consultant is or was retained by the City.

To the extent that the City provides written consent for the disclosure of information or authorizes the making of public statements, the City may impose such conditions upon such disclosure or communications as it thinks appropriate, and Consultants agree to comply with those conditions.

This provision shall not preclude Consultants from providing information to law enforcement officials in connection with any criminal justice investigation.

D. Quality of Services.

The Consultants represent, covenant, and agree that all of the services that they will furnish under this Agreement shall be of at least the standard and quality prevailing among highly competent professionals who perform work of a similar nature to the work described in this Agreement.

E. Accuracy of Work.

The Consultants represent, covenant, and agree that its work will be accurate and free from any material errors. The Consultants additionally represent, covenant, and agree that

the planning for the Project will conform to all foreseeable uses thereof. City approval shall not diminish or release the Consultants' duties, since the City is ultimately relying upon the Consultants' skill and knowledge.

F. Duty to Warn.

The Consultants agree to call to the City's attention errors in any drawings, plans, sketches, instructions, information, requirements, procedures, and other data supplied to the Consultants (by the City or any other party) that it becomes aware of and believes may be unsuitable, improper, or inaccurate in a material way. However, Consultants shall not independently verify the validity, completeness, or accuracy of such information unless otherwise expressly engaged to do so by the City. Nothing shall detract from this obligation unless the Consultants advise the City in writing that such data may be unsuitable, improper, or inaccurate and the City nevertheless confirms in writing that it wishes the Consultants to proceed according to the data as originally given.

G. Attendance at Meetings.

The Consultants shall attend such meetings on the work required by this Agreement as the City requires. The City will give reasonable notice of any such requirement, so that the Consultants may schedule and attend.

H. Efficiency.

The Consultants represent, covenant, and agree to furnish efficient business administration and superintendence and perform the services required by this Agreement in the best, most expeditious and most economical manner consistent with the interests of the City.

I. Books and Records.

The Consultants shall keep their books and records for the Project and reimbursable expenses according to recognized accounting principles and practices, consistently applied. The Consultants shall make them available for the City's inspection at all reasonable times. The Consultants shall retain such books and records for at least three years after completion of the Project.

J. Payment of Bills.

The Consultants shall promptly pay all bills for labor and material performed and furnished by others in performance of the Project.

VIII. TERMINATION

A. Termination for Breach.

This Agreement may be terminated by either party for a material breach of this Agreement by the other party not caused by any action or omission of the terminating party by giving the other party written notice at least three days in advance of the termination date. The termination notice shall specify in reasonable detail each such material breach. In the event of such termination by either party, the Consultants shall promptly deliver to the City all drawings, computer programs, computer input and output, analysis, plans, photographic images, tests, maps, surveys, and written materials of any kind generated in the performance of services under this Agreement up to and including the date of termination. If this Agreement is so terminated by the Consultants, they will be paid for all services rendered up to the date of termination, except as set forth in Section VI above. If this Agreement is so terminated by the City, the Consultants will be paid for all services rendered to the date of termination, except those services which, in the City's judgment, constituted the grounds, in whole or in part, of the notice of

termination, and except as set forth in Section VI, above. Upon such payment, all obligations of the City to the Consultants under this Agreement shall cease.

B. Termination for Convenience.

In addition to the foregoing, this Agreement may be terminated by the City for its convenience and without cause of any nature by giving the Consultants written notice at least seven days in advance of the termination date. In the event of such termination, the Consultants will be paid for all services rendered to the date of termination, except as set forth in Section VI, above, and upon such payment, all obligations of the City to the Consultants under this Agreement shall cease. Furthermore, in the event of such termination, the Consultants shall promptly deliver to the City all drawings, computer programs, computer input and output, plans, photographic images, analyses, test, maps, surveys, and written materials of any kind generated in the performance of their services under this Agreement up to and including the date of termination.

IX. SUSPENSION

Without terminating this Agreement or breaching its obligations hereunder, the City may, at its pleasure, suspend the services of the Consultants hereunder. Such suspension may be accomplished by giving the Consultants written notice one day in advance of the suspension date. Upon receipt of such notice, the Consultants shall cease their work in as efficient a manner as possible so as to keep their total charges to the City for services under this Agreement to the minimum. No work shall be performed during such suspension except with specific prior authorization by the Project Manager. The City recognizes that suspension and subsequent reactivation may inconvenience the Consultants and will endeavor to provide advance notice and

minimize its use. After a suspension has been in effect for thirty days, the Consultants may terminate this Agreement at will.

X. LAWS TO BE OBSERVED

The Consultants shall be cognizant of all federal and state laws and local ordinances and regulations which in any manner affect those engaged or employed in the work or which in any manner affect the conduct of the work, and of all such orders and decrees of bodies or tribunals having any jurisdiction over the same, and shall defend, at all times observe and comply with all such existing laws, ordinances, regulations and decrees, and shall defend, protect and indemnify the City against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by itself, its subcontractors, agents, or employees.

XI. PERMITS AND LICENSES

The Consultants shall procure all permits and licenses, pay all charges, fees, and taxes and give all notices necessary and incidental to the due and lawful prosecution of their services under this Agreement.

XII. PATENTED DEVICES, MATERIALS AND PROCESSES

The Consultants shall hold and save harmless the City from any and all claims for infringement, by reason of the use of any patented design, device, material, process, or trademark or copyright and shall indemnify the City for any costs, expenses, and damages, including court costs and attorney fees, which it might be obligated to pay by reason of infringement at any time during the prosecution or after completion of their services under this Agreement.

XIII. NO MULTIPLE FISCAL YEAR OBLIGATION

Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution, Article X, Section 20. Notwithstanding any other provision of this Agreement, the City's obligations under this Agreement are subject to annual appropriation by the City Council of the City. Any failure of a City Council annually to appropriate adequate monies to finance the City's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to the Consultant of any failure to appropriate such adequate monies.

XIV. INDEPENDENT CONTRACTOR

The relationship between the Consultants and the City is that of an independent contractor. The Consultants shall supply all personnel, equipment, materials and supplies at their own expense, except as specifically set forth herein. The Consultants shall not be deemed to be, nor shall they represent themselves as, employees, partners, or joint venturers of the City. No employee or officer of the City shall supervise the Consultants. **The Consultants are not entitled to workers' compensation benefits and are obligated to directly pay federal and state income tax on money earned under this Agreement.**

XV. INDEMNIFICATION

The Consultants shall be responsible for all damages to persons or property caused by them, their agents, subcontractors, employees or representatives which may arise from their negligent or wrongful performance of this Agreement, and shall indemnify, hold harmless, and defend the City and its officers, agents and employees from any claim or action brought by reason thereof. As part of this obligation, the Consultants shall compensate the City for the time, if any, spent by its counsel in connection with such claims or actions at the rates generally

prevailing among private practitioners in the City of Boulder for similar services. The Consultants' obligation to indemnify the City as set forth in this Agreement shall survive the termination or expiration of this Agreement.

XVI. INSURANCE

A. The Consultants agree to procure and maintain in force during the terms of this Agreement, at its own cost, the following minimum coverages:

1. Workers' Compensation and Employers' Liability

- a) State of Colorado: Statutory
- b) Applicable Federal: Statutory
- c) Employer's Liability: \$100,000 Each Accident
\$500,000 Disease-Policy Limit
\$100,000 Disease-Each Employee
- d) Waiver of Subrogation

2. Commercial General Liability

- a) Bodily Injury & Property Damage General Aggregate Limit
\$1,000,000
- b) Personal & Advertising Injury Limit
\$1,000,000
- c) Each Occurrence Limit
\$1,000,000

The policy shall be on an Occurrence Form and include the following coverages: Premises Operations; Personal and Advertising Injury; Medical Payments; Liability assumed under an Insured Contract; Independent Contractors; and Broad Form Property Damage. Coverage provided should be at least as broad as found in Insurance Services Office (ISO) form CG0001.

3. Professional Liability (errors and omissions)

- a) Each Claim/Loss: \$1,000,000
- b) Aggregate: \$1,000,000

City of Boulder may require that this coverage remain in place for one year after the project is complete.

4. Commercial Automobile Liability Limits

- | | |
|--|-------------|
| a) Bodily Injury & Property Damage Combined Single Limit | \$1,000,000 |
| b) Medical Payments per person | \$ 5,000 |
| c) Uninsured/Underinsured Motorist | \$ 100,000 |

Coverage is to be provided on Business Auto, Garage, or Truckers form.

Coverage provided should be at least as broad as found in ISO form CA0001 (BAP), CA0005 (Garage) or CA0012 (Trucker) including coverage for owned, non-owned, & hired autos.

B. Coverage.

Insurance required by this Agreement shall be primary coverage, unless otherwise specified, and shall specify that in the event of payment for any loss under the coverage provided, the insurance company shall have no right of recovery against the City or its insurers.

All policies of insurance under this Agreement shall be provided by a reputable insurance company or companies qualified to conduct business in Colorado. The City reserves the right, but shall not have the duty, to reject any insurer which it finds to be unsatisfactory and insist that the Consultants substitute another insurer that is reasonably satisfactory to the City. Property and Liability Insurance Companies shall be licensed to do business in Colorado and shall have an AM Best rating of not less than A- VI. This insurance shall be maintained in full force and effect during the term of this Agreement and for the additional periods set forth herein and shall protect the Consultants, its agents, employees and representatives, from claims for damages for personal injury and wrongful death and for damages to property arising in any manner from negligent or wrongful acts or omissions of the Consultants, their agents, employees, and representatives in the performance of the services covered herein.

C. Additional Insureds.

All Insurance policies (except Workers Compensation and Professional Liability) **shall include City of Boulder and its elected officials and employees as additional insureds as their interests may appear.** The additional insured endorsement should be at least as broad as ISO form CG2010 for General Liability coverage and similar forms for Commercial Auto and Umbrella Liability.

D. Automobile Coverage.

Automobile insurance shall, without limitation, cover all automobiles used in performing any services under this Agreement.

E. Claims-Made Policies.

If coverage is to be provided on Claims Made forms, Consultants must refer policy to the City Attorney's Office for approval and additional requirements. In the case of any claims-made insurance policies, the Consultants shall procure necessary retroactive dates, "tail" coverage and extended reporting periods to cover a period at least two years beyond the expiration date of this Agreement. This obligation shall survive the termination or expiration of this Agreement.

F. The Consultants shall not cancel, materially change, or fail to renew required insurance coverages. The Consultants shall notify the Project Manager of any material reduction or exhaustion of aggregate limits. Should the Consultants fail to immediately procure other insurance, as specified, to substitute for any policy canceled before final payment to the Consultants, the City may procure such insurance and deduct its cost from any sum due to the Consultants under this Agreement.

G. Certificates.

Certificates showing that the Consultants are carrying the above-described insurance, and the status of the additional insureds, shall be furnished to the City prior to the execution of this Agreement by the City. Certificates of insurance on all policies shall give the City of Boulder written notice of not less than thirty (30) days prior to cancellation or change in coverage. The Consultants shall forthwith obtain and submit proof of substitute insurance in the event of expiration or cancellation of coverage.

H. Non-Waiver.

The parties understand and agree that the parties are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations (now \$150,000 per person and \$600,000 per occurrence) or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, '24-10-101, et seq., C.R.S., as from time to time amended, or otherwise available to the parties, their officers, or their employees.

XVII. PROHIBITIONS ON PUBLIC CONTRACTS FOR SERVICES

The Consultants certify that it shall comply with the provisions of section 8-17.5-101 *et seq.*, C.R.S. The Consultants shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify to the Consultants that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement.

The Consultants represent, warrant, and agree (i) that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement through participation in either the E-Verify or the Department Program; (ii) that the Consultants are prohibited from using either the E-Verify Program or the Department Program

procedures to undertake preemployment screening of job applicants while services under this Agreement are being performed; and (iii) if the Consultants obtain actual knowledge that a subcontractor performing work under this Agreement for services knowingly employs or contracts with an illegal alien, the Consultants shall be required to:

- a) Notify the subcontractor and the City within three days that the Consultants has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
- b) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to 8-17.5-102(2)(b)(III)(A) the subcontractor does not stop employing or contracting with the illegal alien; except that the Consultants shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

The Consultants further agree that it shall comply with all reasonable requests made in the course of an investigation under section 8-17.5-102(5), C.R.S. by the Colorado Department of Labor and Employment. If the Consultants fail to comply with any requirement of this provision or section 8-17.5-101 et seq., C.R.S. the City may terminate this Agreement for breach and the Consultants shall be liable for actual and consequential damages to the City.

XVIII. INTEGRATION

This document constitutes the entire agreement between the City and the Consultants and incorporates all prior verbal and written communications between the parties concerning the subject matter included herein.

XIX. NO ASSIGNMENT

Neither party shall assign, sublet, or transfer any interest in this Agreement without the written consent of the other.

XX. AMENDMENT IN WRITING

No amendment or modification shall be made to this Agreement unless it is in writing and signed by both parties.

XXI. GOVERNING LAW AND VENUE

This Agreement is governed by the laws of the State of Colorado. Any suit between the parties arising under this Agreement shall be brought only in a court of competent jurisdiction for the Twentieth Judicial District of the State of Colorado.

XXII. NO THIRD PARTY BENEFICIARIES

The parties intend no third party beneficiaries under this Agreement. Any person other than the City or the Consultants receiving services or benefits under this Agreement is an incidental beneficiary only.

XXIII. FINANCIAL OBLIGATIONS OF THE CITY

Nothing herein shall constitute a multiple fiscal year obligation pursuant to Colorado Constitution, Article X, Section 20. Notwithstanding any other provision of this Agreement, the City's obligations under this Agreement are subject to annual appropriation by the City Council of the City. Any failure of a City Council annually to appropriate adequate monies to finance the City's obligations under this Agreement shall terminate this Agreement at such time as such then-existing appropriations are to be depleted. Notice shall be given promptly to the Contractor of any failure to appropriate such adequate monies.

XXIV. NO WAIVER

No waiver of any breach or default under this Agreement shall be a waiver of any other or later breach of default.

XXV. AUTHORITY

Consultants warrant that the individual executing this Agreement is properly authorized to bind the Consultants to this Agreement.

/SIGNATURE PAGE TO FOLLOW/

IN WITNESS WHEREOF, the parties hereto have signed this Agreement effective as of the day and year first above written.

CONSULTANTS

By: _____
Title: _____

STATE OF COLORADO)
) ss.
COUNTY OF BOULDER)

Acknowledged before me, a notary public, this _____ day of _____ 200____,
by _____, as _____.

Witness my hand and official seal.
My commission expires:

(SEAL)

Notary Public

CITY OF BOULDER

City Manager

ATTEST:

City Clerk on behalf of the
Director of Finance and Record

APPROVED AS TO FORM:

City Attorney's Office

APPENDIX A

SCOPE OF WORK

APPENDIX B

CONSULTANTS PERSONNEL AND BILLING RATES