



ADDENDUM #1
Parks and Open Space Department
Assessment of the Three Dimensional Structure of Riparian Habitat
Along Foothills and Plains Streams

RFP #6667-17

June 27, 2017

The attached addendum supersedes the original Information and Specifications regarding RFP #6667-17 where it adds to, deletes from, clarifies or otherwise modifies. All other conditions and any previous addendums shall remain unchanged.

1. Question: A team of collaborators from two universities (UNC and CSU) is interested in submitting a joint response to the RFP. The thought is that UNC will take the lead on a single submission, but we are unsure the best way to address the CSU's role in the submission. Also, can you confirm what overhead rate is allowed? Any guidance you can provide is greatly appreciated.

ANSWER: Per the Colorado Department of Local Affairs representative, no overhead rate is allowed. (See attached Memo)

2. Question: The University of Northern Colorado is working on a bid in response to RFP #6667-17. Through our review of the full RFP, I was looking for clarity on whether our institution could include indirect costs as a line item in our budget. Exhibit B – page 5, Section 3.2 references 24 CFR 570.206 with regards to expending funds for planning and administrative costs. 24 CFR 570.206 (e) states Indirect costs may be charged. Am I appropriate in taking that to indicate we can request indirect costs as an expense using our federally negotiated rate as an institution of higher education?

ANSWER: Per the Colorado Department of Local Affairs representative, no indirect administrative costs are allowed. (See attached Memo)

3. Question: Did a consultant help with any of part of the scope of work for the development of this RFP?

ANSWER: The RFP was internally developed by BCPOS staff. The primary scope of work was derived from the language in the CDBG-DR grant proposal. BCPOS is contractually obligated to meet that scope of work that was agreed to in the grant.

BCPOS staff spoke with a subject matter expert from the USGS regarding the RFP. This helped BCPOS staff have a better understanding of the methods and tools available in the industry to achieve a successful project.

4. Question: If so, are they allowed to bid on this?

ANSWER: Due to the funding source for the grant, the USGS is not eligible to receive payment for their services and will not bid on this project.

5. Question: Is there someone you have worked with in the past on similar scope of work?

ANSWER: No, this is the first project of this type proposed by BCPOS.

6. Question: If so, are you happy with this work?

ANSWER: N/A

7. Question: If so, are they allowed to bid on this?

ANSWER: N/A

8. Question: Please detail what additional data exists (beyond LiDAR and aerial photography) that needs to be processed, verified and utilized (under #3 and #5 of contractor responsibility).

ANSWER: BCPOS has the following data available for use within this project:

- a. Post-flood Lidar LAS files. The LAS files and specifications can be accessed at the [Colorado Information Marketplace](#).
- b. Pictometry Oblique Imagery from 2016 (3" in the plains, 9" in the mountains)

Additional data needs must be incorporated into the consultant's proposal.

9. Question: What data processing is anticipated for #3b of contractor responsibility?

ANSWER: The current LAS files are minimally classified and if utilized by the consultant will likely need to be further classified per the proposed methodology requirements.

Additional data processing may be necessary, dependent on the proposed methodology.

10. Question: To determine the extent of the scope of this review, can you provide a list and number of pages of vegetation and habitat monitoring documents that need to be reviewed.

ANSWER: This will be a review of existing BCPOS riparian vegetation monitoring protocol(s), with the goal being to understand what the various resource monitoring interests are (i.e. what is being monitored and why) to assist the consultant in developing a framework for future monitoring that accommodates various resource management interests. The information related to monitoring protocols will be provided to the successful proposer.

11. Question: When will you give notice to proceed?

ANSWER: The Notice to Proceed will be issued the same day the contract is executed by the Board of County Commissioners (BOCC). Parks staff's plan is to have the RFP awarded and contract executed the same day. If the County Commissioners approve the award and contract, and the selected consultant has provided the necessary insurance and signed the contract, the Notice to Proceed will be issued shortly after BOCC approval. The date is tentatively planned for Tuesday, July 18.

12. Question: 2 days after RFP questions are answered is too soon for a proposal to be prepared. Can more time than 2 days be provided after answering the RFP questions?

ANSWER: Yes. The submittal deadline will be extended to 10:00 a.m. Mountain Time, on July 5, 2017. See Submittal Instructions below.

Additional Information:

The successful proposer shall execute the attached addendum relating to additional confidential information required for this Project, this is in addition to the sample contract. (See attached sample)

Submittal Instructions:

Submittals are due at the Administrative Services Front Desk or the email box (preferred) listed below, for time and date recording on or before **10:00 a.m. Mountain Time on July 5, 2017.**

Your response can be submitted in the following ways. Please note that email responses to this solicitation are preferred, but are limited to a maximum of 25MB capacity. NO ZIP FILES ALLOWED. Electronic Submittals must be received in the e-mail box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This e-mail box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

E-Mail purchasing@bouldercounty.org; identified as **RFP #6667-17** in the subject line.

-OR-

US Mail **One (1)** unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **RFP #6667-17**, to the Administrative Services Front Desk at 2025 14th Street, Boulder, CO 80302.

All proposals must be received and time and date recorded at the Administrative Services Front Desk by the above due date and time. Sole responsibility rests with the Offeror to see that their proposal is received on time at the stated location(s). Any proposal received after due date and time will be returned to the bidder. No exceptions will be made.

The Board of County Commissioners reserve the right to reject any and all proposals, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.



**RECEIPT OF LETTER
ACKNOWLEDGMENT**

June 27, 2017

Dear Vendor:

This is an acknowledgment of receipt of Addendum #1 for RFP #6667-17, Assessment of the Three Dimensional Structure of Riparian Habitat Along Foothills and Plains Streams.

In an effort to keep you informed, we would appreciate your acknowledgment of receipt of the preceding addendum. Please sign this acknowledgment and e-mail it back to purchasing@bouldercounty.org as soon as possible. If you have any questions, or problems with transmittal, please call us at 303-441-3525.

Thank you for your cooperation in this matter. This information is time and date sensitive; an immediate response is requested.

Sincerely,

Boulder County Purchasing

Signed by: _____ **Date:** _____

Name of Company _____

End of Document



COLORADO

Department of Local Affairs

Community Development Block Grant –
Disaster Recovery

POLICY MEMORANDUM

To: CDBG-DR Resilience Planning Program grantee or contractor
From: Tim Katers, Resilience Planning Program Manager *Tim*
KC McFerson, Watershed Resilience Pilot Program Manager *KM*
Date: March 15, 2016
Re: INDIRECT RATES OR ADMINISTRATIVE FEES

For the CDBG-DR Resilience Planning and CDBG-DR Watershed Resilience Pilot Program operated by the Colorado Department of Local Affairs, the following policy is in force.

Per the Planning Grant Quick-Start Guide published on 9/19/2014 the following policies regarding expenses have been in place:

1. Eligible expenses: for eligible activities, please see your contract, Exhibit B 4.2.
2. Ineligible expenses: Administrative costs, cost of equipment, food.
3. Prohibited expenses: Inherently religious activities and political activities (including lobbying).

Indirect administrative expenses are not eligible expenses under these programs. Additional funds from other sources should be obtained to fund indirect administrative expenses.



BOULDER COUNTY, COLORADO
CONFIDENTIAL AND SENSITIVE INFORMATION SHARING AGREEMENT

This Confidential and Sensitive Information Sharing Agreement (“Agreement”) is entered into by and between the **COUNTY OF BOULDER**, a body corporate and politic (the “County”), and _____ (the “Recipient”) (individually each a “Party” and collectively the “Parties”).

RECITALS

1. The Recipient has requested the disclosure of certain data gathered and held by the County that the County believes to be confidential and/or sensitive and immune from the disclosure requirements of the Colorado Open Records Act (CRS § 24-72-201 *et seq.*) (the “Protected Information”).
2. The County has determined that the Protected Information is exempt from disclosure to third parties because disclosure to third parties without the County’s permission would do substantial injury to the public interest under the Colorado Open Records Act (CRS § 24-72-203(1), CRS § 24-72-204(6)(a)).
3. Additionally, use and disclosure of the Protected Information is further governed by the County’s Sensitive GIS Data Policy adopted March 26, 2015, which is available upon request.
4. The County agrees that there are legitimate purposes to which the Recipient may use the Protected Information which do not violate the Colorado Open Records Act.
5. The Parties are entering into this Agreement to set forth the terms and conditions upon which the Protected Information will be disclosed to the Recipient and the limitations upon Recipient’s use of the Protected Information.

AGREEMENT

Now therefore, in consideration of the mutual covenants, conditions, and promises contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. Recipient, in accepting the Protected Information, hereby acknowledges the limitations of such Protected Information and the restrictions on its use. The Protected Information being provided is intended to comply with the Recipient’s ability to use the Protected Information for its internal purposes, but while also acknowledging that the County has legitimate concerns about the Protected Information’s use by third parties.
2. No part of the Protected Information may be copied, reproduced, published in raw form or transmitted in any form or by any means whatsoever, including, but not limited to, electronic, mechanical, photocopying, recording, scanning, or by any information retrieval system that can be accessed by third parties without the County’s prior written consent. The Recipient shall not license, relicense, sub-license, assign, release, publish, transfer, sell or otherwise make available

any portion of the Protected Information to a third party without the prior express written permission of County.

3. If a third party makes a request for access to the Protected Information and alleges that it is entitled to disclosure of the Protected Information under the Colorado Open Records Act, if the Recipient is a governmental entity, it shall assert to the third party that the Protected Information is protected from disclosure by CRS § 24-72-204(6)(a) because its disclosure would do substantial injury to the public interest. If the third party challenges whether the Protected Information is protected from disclosure by CRS § 24-72-204(6)(a), the Recipient shall timely offer the County the opportunity to petition to a district court for an order permitting restriction from disclosure. If Recipient is not a governmental entity, Recipient shall instruct such third party to direct any Open Records Act requests to the County.

4. The Protected Information which is the subject of this Agreement has been developed solely for internal use only by County, and County makes no warranties, representations or guarantees, either expressed or implied, as to the completeness, accuracy or correctness of the Protected Information, nor accepts or assumes any liability arising from or for any incorrect, incomplete or misleading Protected Information provided pursuant to this purchase/request. There are no warranties and/or representations, either expressed or implied, of merchantability or fitness of the Protected Information for a particular purpose or use. The Recipient shall immediately notify the County in writing of any and all defects, errors, inaccuracies, or any other problems with the Protected Information discovered by Recipient.

5. The County is not responsible for incidental, consequential, or special damages arising from the use of the Protected Information provided to Recipient. Recipient agrees that the Protected Information shall be used and relied upon only at the risk of Recipient. Recipient agrees to indemnify and hold harmless County, its officials (elected or appointed), officers, employees, servants and agents from any and all liability, claims, losses, damages, injuries, costs and attorney fees arising out of procuring, compiling, collecting, interpreting, producing or communicating the Protected Information which is the subject of this Agreement.

6. Protected Information will remain the property of the County. The Recipient agrees that the Protected Information will be disclosed or disseminated only to the Recipient's employees who have a need to know and who are under an obligation limiting the use and disclosure of the Protected Information. Upon termination of this Agreement, or once the purpose for which Recipient received the Protected Information no longer exists, no further disclosure or dissemination of the Protected Information shall be permitted, except with written permission of the County. **Recipient shall, to the extent practicable, destroy all Protected Information and shall provide the County with written confirmation once the Protected Information is destroyed.**

7. Notice: Within sixty (60) days after a change of a Party's address, the Party shall provide the other Party with written notice of any change of address. For purposes of the notices required to be provided, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return Receipt Requested, Electronic Mail, or hand-delivered to the following representatives of the Parties at the following addresses:

To the County: Boulder County Parks and Open Space
 Attention:
 5201 St. Vrain Road
 Longmont, CO 80503

To the Recipient:

8. Pursuant to the terms of this Agreement, County shall provide Recipient the following Protected Information:

[TBD]

9. Additional conditions of and/or rights relating to the release to Recipient of the Protected Information are as follows:

[TBD]

10. General Provisions:

(a) Recipient warrants and represents to County that it has full power, right, and authority to enter into this Agreement and, where applicable, to act as agent for and to be bound to perform all the terms and conditions pursuant to, this request for Protected Information.

(b) Each Party, upon thirty (30) days prior written notice, may terminate this Agreement. The obligation to protect the confidentiality of information received prior to termination shall survive.

(c) This Agreement will be governed by the laws of the State of Colorado, excepting its conflicts of law provisions. This Agreement and any amendment thereto, must be in writing and signed by an authorized representative of each Party. No failure or delay in exercising any right under this Agreement will operate as a waiver of any term or condition hereunder.

(d) The Recipient agrees to use the same degree of care to protect the confidentiality of the information it receives from the County as it would use to protect its own confidential or sensitive information.

(e) This Agreement embodies the entire agreement between the Parties. The Parties shall not be bound by or liable for any statement, representation, promise, inducement, or understanding of any kind or nature not contained herein. No amendments, changes, modifications of any of the terms and conditions of this Agreement shall be valid unless reduced to writing and signed by the Parties. This Agreement is not assignable under any circumstances whatsoever. All of the terms and conditions of this Agreement shall remain in full force and effect and apply to any changes, updates, revisions or amendments to the Protected Information which is the subject of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the last date set forth below.

RECIPIENT:

By: _____

Title: _____

Date: _____

THE COUNTY OF BOULDER, a body corporate and politic

By: _____

Date: _____