



ADDENDUM #1
Parks & Open Space
Boulder County Sustainable Agriculture Research & Innovation Initiative
RFP # 6677-17

August 8, 2017

The attached addendum supersedes the original Information and Specifications regarding RFP # 6677-17 where it adds to, deletes from, clarifies or otherwise modifies. All other conditions and any previous addendums shall remain unchanged.

1. Question: Please explain this term, “A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.” CSU must have the right to review a PO or contract and confirm it is acceptable. Does this condition disqualify us? In addition, if a Boulder Co. purchase order is issued, will you agree that the terms and conditions of the final signed contract replace any PO standard terms and conditions?

ANSWER: Prior to entering into a contract with the county the selected vendor will have an opportunity to review the contract. The selected vendor will have the same opportunity in the case of a purchase order. In general, contracts are not binding until endorsed by both parties. The signed contract should take precedence over any subsequent PO’s or amendments unless the parties agree that those documents are meant to modify the terms and conditions of the signed contract.

2. Question: Please confirm that we can include operating costs, as well as farm equipment and maintenance, in our proposal budget.

ANSWER: Yes, please include operating, equipment and maintenance costs. This should be included as part of the annual not-to-exceed \$250,000.00 budget.

3. Question: Please confirm that time and effort for any CSU personnel will be recorded according to the requirements of our HR system. For example, hourly employees will use our time clock system. Salaried persons will be paid according to monthly percent of effort, per CSU’s HR system, and Boulder Co. will not require hourly records for those employees.

ANSWER: The selected vendor will not be employed by the county and therefore, will determine and maintain their own payroll records.

4. Question: Must resumes be provided for *all* staff in the proposal? It is anticipated that some of the personnel will be new hires.

ANSWER: Please provide resumes for all known staff that will be assisting with the project.

5. Question: CSU participates in an annual A-133 audit. Can we provide a link to our latest audit, for period ending June 2016, in place of three years of financial records?

ANSWER: All bidders are expected to submit the last three years financial records as stipulated. Information regarding audits that will provide said financial information will be accepted.

6. Question: Our bid will cover a five-year time period and therefore should not be considered contractual, regarding fee schedule. The costs in the bid can only be an estimate, as actual costs of materials, personnel, travel and other costs for five years cannot be known. We acknowledge that the yearly contract amount is a not-to-exceed amount. Can you agree not to incorporate our bid or proposal into the contract?

ANSWER: The County must incorporate the bid and proposal into the contract, since they provide a complete picture of the parties' understanding of the agreement. Any changes to fees and costs can be addressed via change order, renewal, and/or amendment if agreed upon by all parties.

7. Question: Payment: Can Boulder Co. change payment terms to cost reimbursable, billed monthly? CSU could not cover the costs for an entire year and wait for reimbursement upon satisfactory completion. Also, can Boulder Co. change the invoicing requirements to acceptance of CSU's standard invoice showing costs by category, with a financial system account statement as backup? This means removing language regarding rate per hour, administrative fees, etc.

ANSWER: All terms and conditions and/or invoicing requirements, as well as, language may be subject to revision with the selected vendor prior to a contract being executed.

8. Question: Much of the activity in Project Description is experimental and developmental. Consequently, we would not expect to provide a guaranty or warranty. In addition, CSU does not have a process for furnishing surety bonds, as we are not a company performing work-for-hire. Instead, we anticipate working on your site in somewhat similar approach as our Agricultural Experiment Stations. Would you be able to remove the Guaranty and Warranty terms, and the Bond Submittal terms?

ANSWER: Bonding language was included in error. There will be no Payment or Performance bonding required. The guarantee and warranty language in the sample contract is for general contracting requirements and is supplied as an example. The county recognizes that guarantees and warranties may not be appropriate in this case; however, we reserve the right to address any warranty or guarantee requirements with the selected

vendor. The County anticipates bidding out any construction services for site development separate from this project.

9. Question: Permits, licenses, etc....Since the RFP states that site development costs should not be included, can you agree that identifying licenses needed for the site development, confirming HVAC and contracting licenses and handling the utility locates should remain with the county, or the county's contractors, for site development?

ANSWER: Boulder County and/or the county's contractors can identify and obtain any necessary licenses, permits, and/or utility locates for the development costs arising from this project.

10. Question: Can you remove the Indemnity clause for CSU, as we are covered by state government immunity?

ANSWER: Yes, if the selected vendor is covered under the Colorado Governmental Immunity Act the Indemnity paragraph can be replaced with the following: Liability: Each party agrees to be responsible for its own negligent actions or omissions, and those of its officers, agents and employees in the performance or failure to perform work under this Contract. By agreeing to this provision, neither the County nor the [Name of Agency] waives or intends to waive, as to any person not a party to the Contract, the limitations on liability which are provided to the County and the [Name of Agency] under the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq.

11. Question: Insurance, e. and f.: CSU's standard self-insurance would not meet these requirements. Can we include costs of additional insurance in our proposal budget? At time of contract, our Risk Management Office would need to review and approve contract language.

ANSWER: The County can waive all insurance requirements for any governmental entity. As such, if the selected vendor is a governmental entity they would not be required to meet the insurance requirements as set forth in the proposal.

12. Question: Termination and Remedies: CSU does not have a revenue stream to comply with 21.b. We cannot agree to pay for any deficiencies. In fact, we are required to include the ability to terminate without cause. Would you be able to accept?

ANSWER: If the selected vendor does not fulfil its contractual obligations then 21.b addresses the county's options to approach the breach. The county has a right to make whole any deficiencies, which is addressed in 21.b as well. The county cannot agree to remove this provision. This section does; however, give the selected vendor the ability to cure any deficiencies before the county takes any action. The county expects and requires the selected vendor to provide the county with a complete project and we cannot accept a termination for convenience clause from another party.

Additional Information:

It is the sole responsibility of the proposer to ensure their documents are received before the deadlines. Any responses received after the deadline date and time will not be considered and are therefore not addressed within this Addendum.

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 **2:00 p.m. Mountain Time on August 22, 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 # 6677-17** 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 # 6677-17**, 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**

August 8, 2017

Dear Vendor:

This is an acknowledgment of receipt of Addendum #1 for RFP #6677-17, **Boulder County Sustainable Agriculture Research & Innovation Initiative.**

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 _____

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