



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

**REQUEST FOR QUALIFICATIONS**  
**COVER PAGE**

---

RFQ Number:

**7339-22**

RFQ Title:

**Climate Innovation Fund**

RFQ Questions Due:

May 2, 2022 – 2:00 p.m.

Submittal Due Date:

May 27, 2022 – 2:00 p.m.

Email Address:

[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

Documents included in this package:

RFQ Instructions  
Terms and Conditions  
Specifications  
Insurance and W-9 Requirements  
Submittal Checklist  
Bid Tab  
Signature Page  
Sample Contract



Boulder County Purchasing  
1325 Pearl Street  
Boulder, CO 80302  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

## TABLE OF CONTENTS

---

### Table of Contents

<b>SECTION 1: Instructions.....</b>	<b>4</b>
Purpose/Background .....	4
Timeline & Milestones .....	5
Written Inquiries .....	5
Submittal Instructions.....	5
Terms and Conditions .....	7
Project Background & Motivation .....	9
Proposal Preparation Instructions: Submittal Checklist & Requested Sections .....	10
RFQ .....	10
RFP .....	11
<b>SECTION 2: Review &amp; Award Administration .....</b>	<b>12</b>
Boulder County Review Procedures.....	12
Evaluation of proposals .....	12
Guidance .....	12
Quality Review Principles & Criteria .....	13
How to Respond (RFQ email directions & RFP survey links).....	15
Rules of Engagement: .....	16
Notification of the award.....	16
Award conditions .....	16
<b>SECTION 3: Appendix.....</b>	<b>16</b>

RFQ & RFP Questionnaires, Project Narrative Guidance Documents.....	16
RFQ & RFP Attachments:.....	17
Sustainability questionnaire.....	17
Glossary of terms.....	18
<b><i>INSURANCE AND W-9 REQUIREMENTS SAMPLE ONLY .....</i></b>	<b><i>21</i></b>



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

## **INSTRUCTIONS**

---

### **SECTION 1: Instructions**

#### **Purpose/Background**

Boulder County is committed to promoting local initiatives to remove and sequester carbon dioxide and to bolster landscape resilience and restoration in the face of climate change. Towards this commitment, the Office of Sustainability, Climate Action & Resilience is launching a 'Climate Innovation' fund to support local projects focused on carbon dioxide removal (CDR), and landscape resilience and restoration.

Boulder County is leveraging a two-step process for project review to streamline the application process for both applicants and for reviewers:

1. Prepare and submit a short-form proposal through the Request for Qualifications (RFQ). This does not need to have all of the particulars fleshed out, but should demonstrate project potential.
2. Projects that meet Boulder County's quality criteria will be invited to submit a long-form proposal through the Request for Proposals (RFP).

While not all project proposals will be invited to submit a long-form proposal (RFP), we have included the requirements for both in this document in order to give applicants a clearer understanding of what Boulder County is prioritizing, and what materials should be compiled.

Through this process, Boulder County anticipates making between one and three awards at a total of no more than \$450,000 across all projects.

This document contains detailed guidance on RFQ and RFP content and formatting requirements in Section 4 (Appendix) as well as contextual guidance on eligibility, quality

criteria, motivation, and background for this program. Please see the table of contents above for directions to individual sections.

<sup>1</sup> Local projects here ideally meaning projects within Boulder County or within this region of Colorado.

### Timeline & Milestones

Milestone	Due Dates
RFQ & RFP Solicitation published and sent to potential participants	Apr 15, 2022
Information Session Webinar: 12PM April 28 <sup>th</sup> <a href="#">zoom link</a> . (Please note this session will be recorded and available in an RFP addendum by April 29 <sup>th</sup> ).	Apr 28, 2022
Participant Deadline to Submit Clarifying Questions for RFQ	May 2, 2022
RFQ Final Responses due to Boulder County	May 27, 2022
Inform Participants of Initial Results and Invitations for Full RFP Submission	Jun 15, 2022
Participant Deadline to Submit Clarifying Questions for RFP	Jun 24, 2022
RFP Final Responses Due to Boulder County	Aug 19, 2022
Inform Participants of Initial Results for RFP	Sep 26, 2022

### Written Inquiries

All inquiries regarding this RFQ will be submitted via email to the Boulder County Purchasing Office at [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) on or before 2:00 p.m. **May 2, 2022**. A response from the county to all inquiries will be posted and sent via email no later than **May 6, 2022**.

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

### Submittal Instructions

Submittals are due at the email box only, listed below, for time and date recording on or before **2:00 p.m. Mountain Time on May 27, 2022**.

**Please note that email responses to this solicitation are limited to a maximum of 50MB capacity.**

**NO ZIP FILES OR LINKS TO EXTERNAL SITES WILL BE ACCEPTED. THIS INCLUDES GOOGLE DOCS AND SIMILAR SITES. ALL SUBMITTALS MUST BE RECEIVED AS AN ATTACHMENT (E.G. PDF, WORD, EXCEL).**

**Electronic Submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.**

**Email**      [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org); identified as **RFQ # 7339-22** in the subject line.

All RFQs must be received and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the bidder to see that their RFQ response is received on time at the stated location(s). Any responses received after due date and time will be returned to the bidder.

Contractors and their employees, subcontractors, and agents must comply with all federal, state, and local laws, regulations, ordinances, orders, and codes, as well as Boulder County policies, guidelines, and protocols.

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

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



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

## **TERMS AND CONDITIONS**

---

### **Terms and Conditions**

1. Bidders are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the bidder's risk.
2. Each bidder will furnish the information required in the Request for Qualifications.
3. The Contract/Purchase Order will be awarded to that responsible bidder whose submittal, conforming to the Request for Qualifications, will be most advantageous to the County of Boulder, price and other factors considered.
4. The County of Boulder reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of bids without the consent of the County Purchasing Agent or delegated representative.
6. A signed purchase order or contract furnished to the successful bidder results in a binding contract without further action by either party.
7. Late or unsigned bids will not be accepted or considered. It is the responsibility of bidders to ensure that the bid arrives at the purchasing email address prior to the time indicated in the "Request for Qualifications."
8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
9. Any interpretation, correction or change of the RFQ documents will be made by Addendum. Interpretations, corrections and changes of the RFQ documents made in any

other manner will not be binding, and bidder will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.

10. Confidential/Proprietary Information: Confidential/Proprietary Information: Proposals submitted in response to this "Request for Proposals" and any resulting contract are subject to the provisions of the Colorado Open Records Act, 24-72-201 et seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal or resulting contract will be clearly stated in the proposal and contract itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Proposals that do not properly identify confidential/proprietary information may be released in their entirety. Pricing totals contained in a proposal are not considered confidential.

**The Boulder County Attorney's Office retains sole authority for determining whether the Colorado Open Records Act requires or permits Boulder County to disclose proposal or bid documents, or any information contained therein, pursuant to an open records request.**

11. Boulder County promotes the purchase/leasing of energy efficient materials and products with low toxicity levels when availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage will be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel's website: <http://www.colorado.gov/dpa/>.





**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

## **SPECIFICATIONS**

---

### **Project Background & Motivation**

Boulder County is soliciting innovative climate solutions with the goal to support carbon dioxide removal, and landscape resilience and restoration.

Boulder County and other Colorado communities are living with worsening impacts of climate change in the form of several alarming trends: more destructive wildfires, more heat waves and droughts, reduced snowpack, increased air pollution, and changing precipitation, among other indicators. These impacts are already happening and may be irreversible according to the latest report from the Intergovernmental Panel on Climate Change (IPCC), which illustrates what Boulder County and other communities have at stake—and why it's critical to prepare for a different future.

Given the worsening effects of climate change, many local governments have set aggressive climate goals and created comprehensive roadmaps that outline specific actions that a community could undertake to reduce greenhouse gas emissions. While local governments are facing considerable challenges meeting their climate goals, the problem is compounded by the fact that the IPCC and leading scientists now concede that decarbonizing the economy with emissions reductions alone is no longer a sufficient strategy to stem the worst effects of climate change.

All climate actors, including local governments, must now look to invest in/adopt CO<sub>2</sub> removal strategies in addition to their existing portfolios of emissions reduction actions in order to align policies with the stark scientific realities of the climate crisis.

We anticipate these strategies to emerge in three broad categories based on the unique needs, resources, and opportunities available to individual jurisdictions: nature-based carbon removal approaches e.g. forestry, agriculture, urban landscapes, (including biochar and bio-energy); technology-based direct air capture (DAC); and mineralization-based approaches. All

approaches should be coupled with appropriate storage and/or utilization of the captured carbon where applicable.

Local governments will also be facing the increasing burden of resourcing the preparation for, response to, and recovery from climate change impacts. As a consequence, local government resources will need to be used in ways that demonstrate intersectional benefits between carbon drawdown/emissions reduction objectives and climate adaptation/resilience imperatives that are regionally-specific and impactful. As part of these efforts, Boulder County is seeking to foster local projects that meet these needs through this call for proposals.

### **Proposal Preparation Instructions: Submittal Checklist & Requested Sections**

The proposer's attention is especially called to the items listed below, which must be submitted in full as part of either your PROPOSAL for the Request for Qualifications (RFQ) or Request for Proposals (RFP), respectively. Failure to submit any of the documents listed below as a part of your PROPOSAL, or failure to acknowledge any addendum in writing with your PROPOSAL, or submitting a proposal on any condition, limitation or provision not officially invited in this RFQ may be cause for rejection of the PROPOSAL.

As a reminder, Boulder County is leveraging a two-step process for project review to streamline the application process for both applicants and for reviewers:

1. **Prepare and submit a short-form proposal through the Request for Qualifications (RFQ).** This does not need to have all of the particulars fleshed out, but should demonstrate project potential.
2. Projects that meet Boulder County's quality criteria will be **invited to submit a long-form proposal through the Request for Proposals (RFP).**

While **not all project proposals will be invited to submit a long-form proposal**, we have included the requirements for both in this document in order to give applicants a clearer understanding of what Boulder County is prioritizing, and what materials should be compiled.

### **RFQ**

This checklist must be submitted as part of your proposal package. Please check each box indicating compliance. Incomplete applications will not be considered.

RFQ applicants, please note that **this round of submission does not require a W-9 or Insurance Certificate. However, to receive funding, applicants must be able to meet Boulder County Insurance Certificate Requirements. Please review example insurance requirements below and ensure that you will be able to comply should you be invited to submit a full proposal**

<b>INCLUDED in RFQ SUBMISSION</b>	<b>ITEM</b>
	Name and Address of the Partners and Subcontractors if applicable
	A detailed project schedule with an all-inclusive total cost
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the Sample Funding Agreement contained in this RFQ. Specifically list any deviations and provide justification for each deviation.
	RFQ Questionnaire (attached/linked in appendix)
	Completed Carbon Sequestration Template (attached/linked in appendix)
	Sustainability Questionnaire (attached/linked in appendix)
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)

## **RFP**

This checklist must be submitted as part of your proposal package. Please check each box indicating compliance. Incomplete applications will not be considered.

<b>INCLUDED in RFP SUBMISSION</b>	<b>ITEM</b>
	Name and Address of the Partners and Subcontractors if applicable
	A detailed project schedule with an all-inclusive total cost
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the Sample Funding Agreement contained in this RFP. Specifically list any deviations and provide justification for each deviation.
	Submit one reference for similar projects your company has completed within the last three years and contact information.
	Insurance Certificate
	W-9
	RFP Questionnaire (attached/linked in appendix)
	Completed Carbon Sequestration Template (attached/linked in appendix)
	Sustainability Questionnaire (attached/linked in appendix)
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)

## **SECTION 2: Review & Award Administration**

### **Boulder County Review Procedures**

#### **Evaluation of proposals**

Proposals will be evaluated on the responsiveness to all RFQ or RFP requirements. The evaluation of a Participant's proposal will be based on the written documentation received. Each proposal will be competitively evaluated on its strengths and weaknesses and responsiveness to the RFQ or RFP.

Please refer to the Guidance section below for further insights on what Boulder County will prioritize in the RFQ and RFP selection process. At its discretion, Boulder County may use the selection criteria or other information, alone or together with any other criteria it deems appropriate, when making its final award selection.

#### **Guidance**

We anticipate responses to this RFQ will fall within four broad categories: 1. Nature-based environmental resilience and regeneration projects (may include agriculture) 2. Nature-based carbon drawdown approaches e.g. forestry, agriculture, urban landscapes (note: these are not exclusive of resilience and regeneration as a co-benefit), 3. technology or engineered based solutions such as direct air capture (DAC), and 4. hybrid approaches such as biochar and enhanced mineralization. All approaches should be coupled with appropriate storage and/or utilization of the captured carbon where applicable. Demonstration of co-benefits, as mentioned below, are important (but not mandatory) to a successful application.

**Of these four broad categories, Boulder County is prioritizing nature-based solutions for:**

1. Environmental resilience and regeneration, with emphasis on projects that advance:
  - a. Wildfire mitigation
  - b. Drought mitigation
  - c. Regenerative and sustainable agriculture, and soil health
  - d. Wildland-urban-interface (can include agriculture)
2. Carbon removal
  - a. Demonstrates evidence of removing atmospheric carbon dioxide on a lifecycle basis. Engineered or nature-based, or both.
  - b. Projects that can speak to multiple priorities simultaneously will be scored highest, but projects that prioritize one may also be eligible for funding.
3. We seek projects that avoid and minimize environmental and social harm while supporting racial and social equity, and sustainability.

**Boulder County will also consider engineered solutions for carbon drawdown in this RFQ and subsequent RFP.** Boulder County acknowledges that a broad portfolio of solutions will be required to meet our collective carbon removal and broader climate goals, and would welcome the opportunity to help demonstrate and promote new innovations and community benefits

through qualifying engineered carbon removal projects. However, projects must demonstrate a clear carbon management plan with a focus on secure storage rather than the quantity of CO<sub>2</sub> that is captured. Businesses that use or produce CO<sub>2</sub> within their operations and have the means to capture and/or utilize CO<sub>2</sub> are also encouraged to apply. Projects such as (but not limited to) the following are within the scope of this solicitation and are encouraged to apply:

- biochar
- bioenergy with carbon capture and storage
- biomass burial
- biomass carbon removal and storage
- carbon mineralization
- carbon utilization and circularity
- direct air capture and storage
- enhanced rock weathering

### **Quality Review Principles & Criteria**

**Boulder County will only fund projects that meet the following characteristics and prerequisites:**

For all projects, a firm grounding in scientific theory and best-practices is a requirement. Projects must be scientifically credible with clearly referenced and up to date best practices, as well as verifiable with clear plans for monitoring, reporting, and verification (MRV) of project implementation and continuing impact. For projects purely focused on restoration and resilience, MRV in this context means that the project must have a clear data collection and maintenance plan, and that the project must be able to clearly demonstrate the benefits proposed.

Projects from all US geographies will be considered but **priority consideration will be given to proposals focused on Boulder County and surrounding areas and ecosystems.**

All projects must seek to minimize harms and maximize co-benefits, and avoid or minimize environmental and social harm (e.g., continued reliance on fossil fuels, deforestation, environmental impacts due to mining of raw materials, water consumption, impacts to indigenous/local rights, violation of national sovereignty, etc.). Projects should also proactively promote other measurable sustainability objectives (e.g., water stewardship, waste reduction, biodiversity protection), especially in areas of high risk in Boulder County.

For CDR projects, net negativity is a requirement. Projects must be designed to remove net atmospheric carbon dioxide on a lifecycle basis, including the following considerations, with conservative assumptions regarding uncertainty:

- I. Additionality, as defined in the glossary

- II. Durability, as defined in the glossary
- III. Avoidance of leakage
- IV. Clear removals attributes, as opposed to emissions avoided and/or reduced (i.e. tonnage are either clearly 100% removals, or are ex-post verified as removal volumes according to a credible, science-based monitoring reporting and verification (MRV) methodology

**For CDR projects:**

- Already certified CDR projects must be certified and independently verified ex-post under an existing methodology by a standard approved by the International Carbon Reduction and Offset Alliance (ICROA).
- Projects that have not yet been certified, but have a plan for ICROA approved certification may also apply, but must include a clear plan for ICROA approved certification in the body of the proposal.
- Projects that do not have a plan for ICROA-approved certification may also apply but must include a plan for sufficiently documented prerequisites through comprehensive independent review. Note that Boulder County may request such projects to pursue certification.
- Verification of carbon removals defined in offtake agreements must be delivered by January 2035; Respondents will be expected to deliver carbon removals at a predefined cost/tonne. Quantification of carbon removal volumes must be transparent and follow peer-reviewed and generally accepted methodologies that will be subjected to third party verification. If you are unfamiliar with these methodologies, please see guidance and a template for calculations in the appendix.

All projects will go through comprehensive independent review of project documents and underlying scientific studies to assess the extent to which they fulfill Boulder County criteria. If projects do not meet the above prerequisites, they will not be qualified for further consideration. **Of the projects that meet the above prerequisites, we will also consider projects that fulfill one or more of the following criteria:**

- **Economic and workforce development:** Projects that plan to enhance workforce and economic development and/or spur new market development.
- **Just transition:** Projects that support the just transition away from fossil fuel dependency.
- **Global CDR potential:** The CDR method involved is projected to contribute meaningfully to a global carbon removal portfolio based on peer reviewed science.
- **Affordability:** Have a path to being cost-competitive at scale in 5-10 years. Boulder County's current target price range is \$15-\$25/tonne CO<sub>2</sub>, but we will review proposals at any unit cost that provide a future projected cost curve which exhibits a meaningful cost decline over time. Respondents must demonstrate how this early guarantee and advanced payment for future carbon removal delivery will support cost curve reduction and/or scaled resilience to climate change enabled through carbon removal.
- **Climate equity:** Engage and empower diverse stakeholders who have otherwise faced systemic barriers to accessing carbon finance (e.g., small landholders, minority and

women suppliers, new voices). Support projects that address the disproportionate impacts of climate change on low-income communities; vulnerable communities; and communities that bear the brunt of industrial pollution or are transitioning to low-carbon economies. Work to ensure that underrepresented and under-resourced communities are included in the transition to an environmentally just future.

- **Technology innovation:** Use technology innovation to improve carbon market outcomes (e.g., reduce certification cost per tonne CO<sub>2</sub>, democratize selling/buying opportunities, and overcome other barriers to scale).
- **Protection and regeneration:** support the protection or regeneration of soils, and water sources.
- Boulder County prefers applicants from companies and organizations that demonstrate strong social and environmental values. For example, completed ESG reporting, B corp certification, or sustainability strategic plans.

### **How to Respond (RFQ email directions & RFP survey links)**

All proposals must provide straightforward, concise responses to satisfy the requirements of this RFQ and RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis. Participants must provide responses to the requests listed in the submission checklists. **Detailed documentation and links to questionnaires are provided in the appendix of this guidance document.**

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

- **Submissions are due by 2:00 pm Mountain Time on the due dates listed in the Timelines and Milestones table above.**
- It is the sole responsibility of the proposer to ensure their documents are received before the specified deadlines. Boulder County does not accept responsibility under any circumstances for delayed or failed emailed or mailed submittals.
- **RFQ Responses & Submission Checklists** must be submitted via email to [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) using the subject line **RFQ #7339-22 Climate Innovation Fund**
  - All RFQ submittals must be received as an attachment (e.g. PDF, Word, Excel) No ZIP files or links to external sites will be accepted. This includes google docs.
  - Email RFQ responses are limited to 50MB.
  - **Electronic submissions sent to any other email address will not be accepted.**
- **RFP responses & Submission Checklists will be solicited via email and are by invitation only.**
  - A survey link will be provided in the invitation email, and responses must be submitted electronically via the survey link, including attachments.
  - **No emailed or hard copies of RFPs will be accepted.**

- When a requirement of the RFQ or RFP is not addressed in a Participant's response, the Participant's reasoning for exclusion should be presented in that section.

#### **Rules of Engagement:**

- All information, instructions for submission, and answers to Participants' questions will be provided to all Participants equally.
- No inquiries or responses will be accepted except via RFP survey links listed above.
- Any errors in submittals may be corrected by Participants through an amended submission to the RFP surveys. Boulder County may consider such corrections in its discretion and if in accordance with RFP timelines.
- Late or incomplete proposals will be considered non-responsive and will not be reviewed.

#### **Notification of the award**

All parties who submit a proposal to this RFQ will be informed of the status of their submission by June 15, 2022. Proposals that are selected for further consideration will be invited to the full RFP process, with the final notification of awardees by September 26, 2022.

#### **Award conditions**

Boulder County anticipates funding up to three projects for a cumulative value of \$450,000 through this solicitation. Additional funding is likely to become available in subsequent years that may allow for a continuation of funding for selected project(s) that demonstrate good performance and positive impact.

Project proposals that contain elements of both landscape resilience and carbon removal will be given preference in the selection process; however, those projects that only contain landscape resilience or carbon removal attributes will also be considered if they adhere to sound scientific principles and meet the qualifying criteria for this solicitation. Boulder County reserves the right to request additional information beyond the initial project submission to assist with the decision making process.

The final award(s) will be dispersed to the selected awardee(s) under the condition that the contract will be successfully executed and carbon credit procurement terms can be met. Boulder County reserves the right to terminate an award if the contractual obligations cannot be fulfilled.

## **SECTION 3: Appendix**

### **RFQ & RFP Questionnaires, Project Narrative Guidance Documents**



The RFQ and RFP Questionnaires, Sustainability Questionnaire, and Project Narrative Guidance Documents (attached to this call) are critical supporting documents, and must be read prior to submitting a proposal.

The documents outline requested information and formatting. An attachment is also provided with a template for carbon accounting for both RFQ and RFP proposals respectively. These documents were put together in partnership with industry experts in landscape resilience, and carbon dioxide removal and certification.

We are aware that some industry definitions are evolving, so if there are any areas that might require further clarification, please refer to the Glossary of Terms for additional context or note any assumptions in your submissions.

#### **RFQ & RFP Attachments:**

- RFQ Questionnaire & Project Narrative Guidance
- Draft RFP Questionnaire & Project Narrative Guidance
- CO<sub>2</sub> Sequestration calculation template
- Sustainability questionnaire

If you are not already familiar with how to calculate cost per metric tonne (tonne), we've provided a template to help with the calculations. **If you are already familiar with these techniques, you may provide your own calculations. You must cite your methodology.**

#### **○ Template Instructions:**

- The template is set up to estimate, at a high-level, the cost of offsets per tonne of CO<sub>2</sub>eq emissions reduced or CO<sub>2</sub> removed. The idea is to capture the funds needed to create the offsets from project implementation to its final year of operations. The template automatically calculates net cost per tonne each year of the project life and the levelized cost per tonne CO<sub>2</sub>eq for the project as a whole.
- At the top of the template are "Summary Calculations," which are based on inputs provided below under "Detailed Line Items." You can enter your estimates in either section.
- For project implementation costs (design, construction, initial supplies, etc.) please sum all of these expenses and provide them under year "0." In some cases a project may have other sources of funds such as grants - these funds should be included as revenues to the degree that they are part of the offset project.
- Many projects will not have revenues. Examples of projects with revenues are those that involve producing a product that is sold, like electricity or biogas. Other grants can also be considered as revenues as could the sale of replaced equipment.

- The net cost of implementing and operating the offset project may be only the incremental increase in cost above the baseline scenario. For example, the costs of implementing a high efficiency boiler might only be the difference in costs between the high efficiency boiler and a standard boiler that would otherwise have been needed to replace an old boiler. These costs might be lessened over time by cost savings from the more efficient system. If avoided costs affect the funds needed to implement and operate the project, you can enter avoided costs in the Avoided Costs section.
- If your project idea has multiple phases or is a pilot for a larger project, as possible, please estimate the cost per tonne for each phase. You can do this in a single spreadsheet that includes both/all phases, or in separate spreadsheets.
- The project life will differ per project. We have included twenty columns for input, for twenty years of the project life. Feel free to use only some of those columns if the project life is shorter than twenty years, or to add columns if it is longer.
- The default discount rate is 6.5%
- Feel free to add rows or sections as needed to fit your project, as well as to use the space at the bottom as a worksheet.

## Glossary of terms

**Additionality:** Nature is already sequestering ~10 Gt CO<sub>2</sub>eq per year for free, and it is important that we ensure that projects aren't monetizing these natural gains in the carbon market. A carbon project is considered additional if the carbon removals are greater than what would have happened without consideration of specific climate targets or the incentives created by carbon markets. If a project would have happened anyway due to regulations, profitability, or other reasons, it is non-additional.

Identifying projects that are additional can be one of the most difficult parts of assessing project quality. The best way to know that your investments are influencing whether or not a project goes forward is to gain a deep understanding of the project and its context. Developing a conservative baseline scenario that describes what would have happened at a project site without carbon financing provides what we call a 'counterfactual' to measure claimed removals against. A carbon removal project that advertises carbon sequestration in forest trees located in a well-protected national park, for example, would not be additional as that forest is already naturally sequestering carbon and would continue to do so in the project's absence. Promoting reforestation that could not have occurred naturally or without carbon financing is an example of a project that is likely additional.

**Durability:** Removing carbon from the atmosphere means capturing it in a stable form with a low risk of release from the storage mechanism throughout the stated durability term as specified by the project. Carbon removal projects vary in the ways that they store carbon: ranging from mineralizing carbon to keep it in a solid state for up to thousands of years, to storing it in soils and plants as a part of the Earth's natural carbon cycle where it can be stored for decades. The

durability of a carbon removal project considers the risk, social and biological, that the stored carbon will be released into the atmosphere over a given time period. For example, carbon stored in a forestry project is subject to risk of wildfires, droughts, or other natural conditions that may affect the time that the carbon is stored. To address this, carbon removals are often purchased with "buffer pools" where project developers can easily replace tons that were lost to the atmosphere. Durable carbon removals projects seek to do more than just remove carbon, but instead to keep it away for a long period of time. Of note: the offset registries often use the term 'permanence' as opposed to 'durability' when referring to storage longevity. We do not see this as a semantically realistic requirement of removals, since permanence is forever. In assessing removal durability, we assess the risk of CO<sub>2</sub> release. For projects that have a risk of release, we also evaluate the mitigation measures to prevent or compensate for any release.

**Leakage:** Leakage represents the risk of a project's activity displacing carbon emissions to a different geographic location through both economic and physical means. Physical leakage (reversal) can occur in both engineered and natural projects through voluntary or involuntary (as in the extreme weather events outlined in the durability section above) processes. Economic leakage occurs when the market demand for an emitting activity persists even in the face of project implementation. For example, a reforestation project occurring in an active agricultural area may displace agricultural activities and associated emissions to another location. Effective carbon removal solutions make deductions in their credits to account for leakage and use rigorous peer review strategies to avoid leakage whenever possible.

**Carbon Accounting:** Measurable, verifiable, and repeatable methodologies for quantifying carbon sequestration help us to build confidence that the claimed removals associated with a project are real. Projects should ensure in a transparent and scientifically credible manner that all greenhouse gas emissions associated with a project are accounted for; this includes clear citation of the methodology that was used as well as provisions that carbon removals claimed by one entity cannot be claimed by an additional entity (i.e. that double counting will be avoided). Accounting can include a cradle-to-gate life cycle assessment (LCA) requirement, and should always employ conservative approaches to incorporating uncertainties in carbon removal estimates to guard against inflated claims of climate benefits.

**Monitoring, reporting, and verification (MRV):** To enable quality assessment and quality assurance, project developers must have a clear plan for long-term monitoring of the project and they must adhere to that plan. MRV includes following national and subnational regulatory requirements as well as any methodological requirements associated with a given carbon credit registry. MRV should be based on the best available science and industry standards, as such these methodologies can be updated regularly. Ideally, methodologies should include direct measurements and should not rely solely on computational models and inferred sequestration. Finally, for CDR projects, removal volumes and project methodologies should be verified through an independent third party.

**Environmental Justice:** Environmental justice embodies the idea that all individuals should be equitably protected from environmental risk and empowered to participate in decision-making processes. It begins with acknowledging past and present harms to communities of color, low-income communities, and other communities on the front lines of the climate crisis and racial and economic injustice. It redirects leadership, resources, and decision-making to the hands of these communities who are most affected and previously excluded.

**Pursue co-benefits and avoid harms:** High quality projects should seek to create social, economic, and environmental benefits by advancing alternative sustainable livelihoods, building climate resilience, and protecting ecosystems and biodiversity. Concerns of potential negative impacts to communities and the environment will depend on a given project type and context, some examples of what we look for in projects include: ensuring that local communities are engaged in a transparent manner and sharing in benefits throughout the project lifespan; identifying any impacts the project might have on surrounding water, air, or land and detailing environmental health mitigation strategies; and avoiding development on any lands that have been identified as ecologically or culturally sensitive by local communities.



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

## **INSURANCE AND W-9 REQUIREMENTS SAMPLE ONLY**

---

### **EXAMPLE INSURANCE REQUIREMENTS PENDING TYPE OF PROJECT**

<b>General Liability</b>	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products Completed Operations Aggregate 3 years Products/Completed Operations
<b>Automobile Liability</b>	\$1,000,000 Each Accident *Including Hired & Non-Owned Auto
<b>Worker's Compensation and Employer's Liability</b>	Statutory limits

**Boulder County as Additional Insured:** Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

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

### **W-9 REQUIREMENT**

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



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

## **RFQ SUBMITTAL SECTION**

The bidder's attention is especially called to the items listed below, which must be submitted in full as part of the RFQ. Failure to submit any of the documents listed below as a part of your RFQ, or failure to acknowledge any addendum in writing with your RFQ, or submitting a bid on any condition, limitation or provision not officially invited in this Request for Quote (RFQ) may be cause for rejection of the RFQ.

**THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR BID PACKAGE:** Bidder will check each box indicating compliance:

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



**Boulder County Purchasing**  
**1325 Pearl Street**  
**Boulder, CO 80302**  
[purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org)

## **SIGNATURE PAGE**

Contact Information	Response
Company Name including DBA	
List Type of Organization (Corporation, Partnership, etc.)	
Name, Title, and Email Address of Person Authorized to Contract with Boulder County	
Company Address	
Company Phone Number	
Company Website	

**By signing below I certify that:**

I am authorized to bid on my company's behalf.

I am not currently an employee of Boulder County.

None of my employees or agents is currently an employee of Boulder County.

I am not related to any Boulder County employee or Elected Official.

(Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

\_\_\_\_\_  
**Signature of Person Authorized to Bid on  
Company's Behalf**

\_\_\_\_\_  
**Date**

Note: If you cannot certify the above statements, please explain in a statement of explanation.

# **BOULDER COUNTY SAMPLE CONTRACT**

THIS CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the Office of Sustainability, Climate Action and Resilience ("County") and [Supplier] ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

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

1. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.
2. Work to be Performed: Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the work as described in the **Details Summary** and **Contract Documents** (the "Work"). Contractor will perform the Work (a) in a good and workmanlike manner, (b) at its own cost and expense, (c) in accordance with recognized industry standards of care, skill and diligence for the type of work being performed, and (d) in strict accordance with the Contract.
3. Term of Contract: The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.
4. Payment for Work Performed: In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**.
5. Invoicing: Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month for completion of any Work performed in the prior calendar month. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number, and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.
6. Extra Time to Complete the Work (Additional Time only): If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work by sending a written notice of extension to Contractor. An extension of time to complete the Work does not entitle Contractor to additional compensation from County.
7. Extension of Contract Term (Additional Time and Work): Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.



8. **Schedule of Work:** County may designate the hours (on a daily or weekly basis) during which Contractor may perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule.
9. **Indemnity:** Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.
10. **Nondiscrimination:** Contractor will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.
11. **Information and Reports:** Contractor will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit access to such representatives to Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the County and explain what efforts it has made to obtain the information.
12. **Independent Contractor:** Contractor is an independent contractor for all purposes in performing the Work. None of Contractor, its agents, personnel or subcontractors are employees of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.
13. **Termination**
- a. **Breach:** Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.
- b. **Non-Appropriation:** The other provisions of this Contract notwithstanding, County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason

to believe that sufficient funds will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.

c. Convenience: In addition to any other right to terminate under this Section 13, County may terminate this Contract, in whole or in part, for any or no reason, upon seven (7) days' advance written notice to Contractor.

14. Contractor Obligations upon Termination or Expiration: By the **Expiration Date** or effective date of termination, if earlier, Contractor must (1) remove from County property all of its personnel, equipment, supplies, trash and any hazards created by Contractor, (2) protect any serviceable materials belonging to the County, and (3) take any other action necessary to leave a safe and healthful worksite. Any items remaining on County property after the Expiration Date or the effective date of termination, if earlier, will be deemed abandoned by Contractor.

15. Payable Costs in Event of Early Termination: If County terminates this Contract before the **Expiration Date**, Contractor's payments (and any damages associated with any lawsuit brought by Contractor) are limited to only (1) payment for Work satisfactorily executed and fully and finally completed, as determined by County in its sole discretion, prior to delivery of the notice to terminate, and (2) the reasonable and actual costs Contractor incurred in connection with performing the Work prior to delivery of the notice to terminate. Contractor explicitly waives all claims it may have against the County for any other compensation, such as anticipatory profits or any other consequential, special, incidental, punitive or indirect damages.

16. Remedies for Non-Performance: If Contractor fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies (in addition to any other remedies provided by law or in this Contract), which shall survive expiration or termination of this Contract:

a. Suspend Performance: County may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the County and without entitling Contractor to an increase in compensation or extension of the performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the County.

b. Withhold Payment Pending Corrections: County may permit Contractor to correct any rejected Work at the County's discretion. Upon County's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the County. Upon full and final completion of the corrections satisfactory to the County, County will remit payment to Contractor.

c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or fully and finally complete, as determined by the County in its sole discretion. Upon County request, Contractor will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.

d. Removal: Upon County's request, Contractor will remove any of its employees or agents from performance of the Work, if County, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.

17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.

18. Conflicts of Interest: Contractor may not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.

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

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

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

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

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

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

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

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

27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an

incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.

29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.

30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.

31. Representations and Warranties: Contractor represents and warrants the following:

- a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
- b. The individual executing this Contract is authorized to do so by Contractor;
- c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and
- d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.

32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor is solely responsible for ensuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. County approval of the Work or any aspect of Contractor's performance, such as plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.

33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action.

34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.

35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary **Department** and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.

36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.

37. Publicity Releases: Contractor will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.

38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.

39. Limitation on Public Statements and Lobbying Activity. During the term of this Contract, Contractor may receive from the County its confidential data, work product, or other privileged or confidential information that is protected by law. To maintain the fact and appearance of absolute objectivity, Contractor shall not, without the prior written consent of the County, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.

40. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. "Environmentally preferable purchasing" means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County's commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the following actions into Contractor's performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.

41. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT, WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR'S LIABILITY SHALL BE VOID.

42. Legal Interpretation. Each Party recognizes that this Contract is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.

43. No Suspension or Debarment: Contractor certifies, and warrants for the Contract Term, that neither it nor its principals nor any of its subcontractors are debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any Federal or State department or agency. Contractor shall comply, and shall require its subcontractors to comply, with subpart C of 2 C.F.R. § 180.

44. Insurance: Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this Section. All policies evidencing coverage required by the Contract will be issued by insurance companies satisfactory to the County. Contractor will forward Certificates of Insurance directly to the **County Department** and **Contact** listed in the **Details Summary**.

a. Boulder County as Additional Insured: Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, and Pollution Liability, as designated in this Contract. Additional insured shall be endorsed to the policy.

**THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS:** *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*

b. Notice of Cancellation: Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days' prior written notice has been given to the County except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify

the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.

c. Insurance Obligations of County: County is not required to maintain or procure any insurance coverage beyond the coverage maintained by the County in its standard course of business. Any insurance obligations placed on the County in any of the **Contract Documents** shall be null and void.

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

e. Primacy of Coverage: Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the County.

f. Subrogation Waiver: All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against County, its organizations, officers, agents, employees, and volunteers.

g. Requirements: For the entire duration of this Contract including any extended or renewed terms, and longer as may be required by this Contract, Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance to insure the liability risks that Contractor has assumed under this Contract:

i. **Commercial General Liability**

This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.

ii. **Automobile Liability**

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

iii. **Workers' Compensation and Employer's Liability**

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

**[Signature Page to Follow]**

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

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