



**ADDENDUM #3**  
**Office of Sustainability, Climate Action & Resilience**  
**Climate Innovation Fund**  
**RFQ # 7339-22**

May 2, 2022

The attached addendum supersedes the original Information and Specifications regarding RFQ # 7339-22 where it adds to, deletes from, clarifies or otherwise modifies. All other conditions and any previous addendums shall remain unchanged.

**Please note that in Addendum 2 page 4 it states the following:**

“RFQ Questionnaire and Narrative Guidance: Boulder County Environmental Resilience and Carbon Removal Project Solicitation Please submit your idea by downloading and filling out this form. Please include a project description of up to three pages in length and, if this is a CO2 removals project, attach a spreadsheet with your calculations for estimating the amount and cost per metric tonne of CO2 removed over the lifetime of the project. Please email these documents along with the documents requested in the RFQ Submission Checklist to [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) **by 2:00 p.m. Mountain Time on May 2, 2022.**”

It's important to note that May 2<sup>nd</sup> as a date for respondents to submit is **incorrect** – the due date for the RFQ Final Responses is due to Boulder County on or before **2:00 p.m. Mountain Time on May 27, 2022.**

**Please note: Due to COVID-19, BIDS will only be accepted electronically by emailing [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org).**

## Questions & Answers Covered During 4/28 Informational Session

### Questions:

- **Can you please explain more what you mean when you say we are interested in community development?**
  - While we care about carbon dioxide removal, we also want to know if your project has other benefits such as contributing to job creation or ecosystem restoration. Think about how you can strengthen Boulder County in the face of climate change.
- **Can you please go over the ideal project considerations?**
  - We are looking at how well you are mapping to the quality criteria. We will be paying attention to the co-benefits and want to take a holistic approach to understanding the impacts of the proposal. We will privilege projects that are addressing the risks we are experiencing in Boulder County specifically. For example, water security, soil health, and reduced forest fire risk. These are all things we are going to be looking for in addition to adherence to the quality criteria for CDR (these criteria are also listed in our RFQ/RFP guidance document). We are also going to be paying attention to workforce development and community building, as mentioned above. If you are invited to apply through the RFP process, we will be looking for a detailed Life-Cycle Analysis of what GHG savings your project will achieve. It is imperative the operating costs in terms of emissions with your project do not exceed the savings. It is also important your project considers risk mitigation. For example, if you are planting a forest, what is the risk of it burning down and how are you buffering against that? Or are there any regulatory risks with land tenure? Another consideration is scalability – will your project persist beyond the funding period? Could your approach be successful more broadly? And finally we suggest you factor in just transition, workforce training, and economic development if possible, this is especially important for engineered solutions that may not be able to speak as directly to other ecosystem services.
- **If our project uses biochar for a sink, how do we source Puro.earth or carbon future c-sink certified carbon as there are very few certified producers if any in CO?**
  - Certification and being able to point to certified methodologies is very helpful. If the solution you are providing is nascent or there are certifications and methodologies still in development, that is okay, but we recommend that in your proposal you demonstrate your knowledge of the best practices for accounting and MRV in the literature and most up to date science to justify your approach.
- **Will the County be able to assist with siting for these projects?**
  - Yes, we are willing to help.
- **The Eldorado Springs Local Improvement District (LID) property has a lot of slash built up over the years. Would clean up fall under this proposal?**

- While this is an important project, the main goal of this RFQ/RFP is carbon dioxide removal (CDR). A clean-up would be a great ecosystem co-benefit, but the project would be weak if it did not have CDR as the primary goal and function.
- **Can you put in the chat the dates of what is due when that were left out of the chart?**
  - **Apr 15, 2022:** RFQ & RFP Solicitation published and sent to potential participants
  - **Apr 28, 2022:** Information Session Webinar
  - **May 2, 2022:** Participant Deadline to Submit Clarifying Questions for RFQ. 2:00 p.m. Mountain Time.
  - **May 6, 2022:** Boulder County responds to questions
  - **May 27, 2022:** RFQ Final Responses due to Boulder County
  - **Jun 15, 2022:** Inform Participants of Initial Results and Invitations for Full RFP
  - **Jun 24, 2022:** Submission Participant Deadline to Submit Clarifying Questions for RFP
  - **Aug 19, 2022:** RFP Final Responses Due
  - **Sep 26, 2022:** Boulder County Inform Participants of Full RFP Initial Results
- **The project I am contemplating would take time for material benefits to realize, but could be very long-lasting (i.e. extend 20 years). What is the county's plan for a benefits timeline and how long would reporting be expected? Also, is there an end date for a final report?**
  - Once we formalize the winners of the RFP, and understand exactly what it will be, that's when we will develop the reporting requirements. We are taking this route as each project is so unique, and some are nascent. Reporting should not be a barrier and the metrics for reporting will be well-defined in the funding agreement between Boulder County and the recipient of the funds.
- **A lot of projects may contain regulatory challenges. For example, with biochar you may need an air quality permit. Can you comment on how regulatory factors will be dealt with in this process?**
  - We expect regulatory hurdles. And in fact, this is something we are trying to better understand. For example, we want to know what the barriers to entry are, and what kind of policy barriers projects may face. If we better understand the barriers, that will help us take them down in the future. This will also be a part of testimonies and story-telling.
- **Is it true that there is no minimum relative to carbon capture amount and more feasibility based? Also, are the carbon offsets going to be owned/purchased by Boulder County or can they be sold elsewhere?**
  - As our main goal is to spur market development, Boulder County doesn't necessarily need to own the carbon removals. We are trying to show the market CDR and landscape restoration is important, get people started. Also remember the Boulder County financing for your project is covering some portion of your carbon credits, and we would not consider those additional,

so you would not be able to sell those. However, there should be a remainder of credits and you would be free to sell those on the open voluntary carbon market. Many buyers who are interested in buying local charismatic carbon credits, such as the university. You will want to clearly align your carbon removal projections (required for both the RFQ and RFP) to your budget and requested financing to better understand how many saleable credits you might have outside of Boulder County's funding.

- **Is a decision metric going to be an amount of carbon delivered? Should we think about cost/ per ton delivered and number of overall tons delivered?**
  - We will review this information in the template provided in the application. Once again, our priority is to get you started. We are willing to invest in administrative concerns and infrastructure, rather than only the credit themselves. (i.e. Investment in infrastructure in market development). The scaling isn't restrictive, this can be in other municipalities, it is not just Boulder County but the region as a whole. We just want to see you succeed.
- **If the project itself is an organization where version zero of the initiative is something that is locally applicable, but then be globally scalable, would that qualify under the guidelines?**
  - Scalability is a key component. If your project is globally applicable that is a big plus. If you can demonstrate the place-based impact in Boulder and then chart a map for it to be scaled outward, that would be exactly what we would be looking for. Also if this provides increased economic impact for your business that would be another plus.
- **Is there a minimum amount of offsets you need to purchase for Boulder County? Also, are you looking to prioritize new projects, or are you also interested in seeing issued removals that have been verified with a credible carbon standard?**
  - No minimum. And also open to existing or new projects.
- **RFQ looks more like its constructed for research entity or a consultancy? I am considering a site-based project in or around Boulder focusing on urban agriculture or urban landscape. Would it be an acceptable project structure to have the local property owner as the primary contractor given some of the insurance requirements? Would that be an acceptable project structure?**
  - The agreement between Boulder County and the RFP awardee will likely be a 'Funding Agreement' (*see example below*) and not a traditional contractual agreement. Boulder County's Funding Agreements do not have any insurance requirements, yet we will confirm this during the invitation to participate in the RFP. Respondents can choose to structure the project however they want. For example, if the local landowner is willing to take on whatever insurance responsibilities end up being in place, that person could certainly work with the urban architecture/landscape person to structure the proposal such that the landowner is the co- or main contractor.
- **We have a mobile solution to convert biomass into carbon rich materials. We are interested in operating in Colorado. Can the county help with siting and partnerships with biomass?**
  - We are working with partner municipalities to help with siting.

- **RFQ mentions 2-3 projects to be funded and also all size projects are eligible. Is that small number of projects accurate?**
  - Any size project is welcome. We anticipate funding two to three projects, yet we are open to seeing what comes in and make decisions based on proposals received. If you think you could be partially funded, you can submit a smaller budget request.

## Example Funding Agreement

| DETAILS SUMMARY  |                 |
|--|-----------------|
| <b>Document Type</b>   | New Contract    |
| OFS Number-Version   |                 |
| <b>County Contact Information</b>                                  |                 |
| Boulder County Legal Entity  |                 |
| Department   |                 |
| Division/Program   |                 |
| Mailing Address  |                 |
| Agreement Contact – <i>Name, email</i>                             |                 |
| Invoice Contact – <i>Name, email</i>                               |                 |
| <b>Recipient Contact Information</b>                               |                 |
| Recipient Name   |                 |
| Recipient Mailing Address  |                 |
| Contact 1- <i>Name, title</i>                                      |                 |
| Contact 1- <i>email</i>  |                 |
| Contact 2  |                 |
| <b>Term</b>  |                 |
| Start Date   |                 |
| Expiration Date  |                 |
| Final End Date   |                 |
| <b>Amount</b>  |                 |
| Funding Amount   |                 |
| Fixed Price or Not-to-Exceed?                                      |                 |
| <b>Brief Justification for Grant</b>                               |                 |
|  |                 |
| <b>Agreement Documents</b>   |                 |
| A. Exhibit A - Use of Funds  |                 |
| <b>Purchasing Details – <i>County Internal Use Only</i></b>        |                 |
| Bid Number   | N/A             |
| Award Date   | N/A             |
| If no Bid No., bid process used                                    | Choose an item. |
| Purchasing Notes<br>(optional)                                     |                 |
| <b>Agreement Notes (Additional information not included above)</b> |                 |
|  |                 |

THIS FUNDING AGREEMENT ("Agreement") 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 [DEPARTMENT] (County") and [RECIPIENT] ("Recipient"). County and Recipient are each a "Party," and collectively the "Parties."

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

1. Incorporation into Agreement: The **Details Summary** is incorporated into this Agreement. The **Agreement Documents** are incorporated into this Agreement by reference.
2. Use of Funds: Recipient must use the **Funding Amount** for the purposes, and pursuant to the terms, set forth on Exhibit A.
3. Term of Agreement: The **Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. The Funding Amount must be used during the **Term**.
4. Payment of Grant Funding: County will pay to Recipient an amount not to exceed the Funding Amount in accordance with the **Agreement Documents**.
5. Indemnity: Recipient will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Recipient, its employees, agents, representatives or other persons acting under Recipient's direction or control in performing or failing to perform its obligations under this Agreement. Recipient 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 Recipient, its employees, agents or representatives, or other persons acting under Recipient's direction or control. This indemnification obligation will extend to claims based on Recipient's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Recipient under any circumstances. Recipient's obligations under this provision shall survive expiration or termination of this Agreement. Nothing contained in this Agreement or the **Agreement 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.
6. Nondiscrimination: Recipient will comply with the letter and spirit of 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. Recipient must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.
7. Information and Reports: Recipient will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Recipient will permit access

to such representatives to Recipient'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 Recipient, Recipient must so certify to the County and explain what efforts it has made to obtain the information.

8. Independent Contractor: Recipient is an independent contractor for all purposes. Recipient is not an employee 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 Recipient or Recipient's employees. Recipient will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

9. Termination for Non-Appropriation: The other provisions of this Agreement notwithstanding, the County is prohibited by law from making commitments beyond the current fiscal year. Payment to Recipient 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 **Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Agreement without penalty by providing seven (7) days' written notice to Recipient.

10. Termination for Breach: Either Party's failure to perform any of its material obligations under this Agreement, 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 Recipient, or the appointment of a receiver or similar officer for Recipient 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 notified Party does not cure the breach, at its sole expense, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Agreement or at law, including immediate termination of this Agreement.

11. Termination for Convenience: County may terminate this Agreement, in whole or in part, for any reason, upon seven (7) days' advance written notice to Recipient.

12. Remedies for Non-Performance: If Recipient fails to perform any of its obligations under this Agreement, County may, at its sole discretion, and in addition to any remedies available at law or in equity, require Recipient to repay all or any part of the Funding Amount to County.



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

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

15. Notices: All notices provided under this Agreement 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.

16. Statutory Requirements: This Agreement 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 Recipient 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.

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

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

19. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Agreement. Any claim relating to this Agreement 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.

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

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

22. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Agreement are reserved to the Parties. Any other person receiving services or benefits under this Agreement is an incidental beneficiary only and has no rights under this Agreement. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.

23. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-101, et seq.

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

25. Governmental Immunity: Nothing in this Agreement 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.

26. Representations and Warranties: Recipient represents and warrants the following:

- a. Execution of this Agreement and performance thereof is within Recipient's duly authorized powers;
- b. The individual executing this Agreement is authorized to do so by Recipient;
- c. Recipient 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 Recipient; and

27. Legal Compliance: Recipient assumes full responsibility for obtaining and maintaining any permits and licenses required to carry out its obligations hereunder. Recipient's performance under this Agreement will comply with all Federal, State, and local laws, regulations, ordinances and codes.

28. Litigation Reporting: Recipient is not currently involved in any action before a court or other administrative decision-making body that could affect Recipient's ability to carry out its obligations hereunder. Recipient will promptly notify the County if Recipient is served with a pleading or other document in connection with any such action.

29. 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 Agreement, including but not limited to the authority to terminate this Agreement.

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

31. Execution by Counterparts; Electronic Signatures: This Agreement 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 Agreement 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 Agreement 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.

32. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO RECIPIENT FOR ANY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

**RFQ 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 proposals must be received and time and date recorded at the purchasing email by the above due date and time. Sole responsibility rests with the Offeror to see that their bid is received on time at the stated location(s). Any bid 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 bids, to waive any informalities or irregularities therein, and to accept the bid 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**

May 2, 2022

Dear Vendor:

This is an acknowledgment of receipt of Addendum #3 for RFQ #7339-22, Climate Innovation Fund.

In an effort to keep you informed, we would appreciate your acknowledgment of receipt of the preceding addendum. Please sign this acknowledgment and email it back to [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org) as soon as possible. If you have any questions, or problems with transmittal, please call us at 303-441-3525. This is also an acknowledgement that the vendor understands that **due to COVID-19, BIDS will only be accepted electronically by emailing [purchasing@bouldercounty.org](mailto:purchasing@bouldercounty.org).**

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