



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

**REQUEST FOR PROPOSAL  
COVER PAGE**

---

RFP Number: **7068-19**

RFP Title: **Heil Valley Ranch – Lichen Fuels Reduction Project 2019**

Mandatory Pre-Proposal Meeting: **October 9, 2019; 9:00 a.m.**  
**1188 Geer Canyon Drive, Boulder, CO**

RFP Questions Due: **October 15, 2019**

**SUBMITTAL DUE DATE:** **October 23, 2019**

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

Documents included in this package:

- Proposal Instructions
- Terms and Conditions
- Specifications
- Insurance and W-9 Requirements
- Submittal Section
- Evaluation Criteria
- Proposal Section
- Signature Page
- Attachment A: Sample Contract
- Attachment B: Grant Award Letter
- Attachment C: FEMA Addendum
- Attachment D1 and D2: Federal Regulations
- Attachment E: FEMA REC
- Attachment F: Forest Treatment Plan
- Attachment G: Project Area 1 – map
- Attachment H: Marking Parameters
- Attachment I: Marking Parameters-Map
- Attachment J: Qualification Statement



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

## **PROPOSAL INSTRUCTIONS**

---

### **BACKGROUND:**

Boulder County Parks and Open Space (BCPOS) is seeking proposals from qualified Contractors for the Boulder County Heil-Lichen Fuels Reduction Project 2019. Total project area is approximately 162 acres, divided over two prescribed units. Due to severe topography, highly-erodible soils, and other environmental factors, the majority of this project requires utilization of helicopter yarding via whole-tree method. This project also requires the selected contractor to process, transport, and possibly dispose of, biomass associated with the project. The selected Contractor will complete all aspects of the project within sixty (60) business days from the date of Notice to Proceed.

RFP responses will be evaluated by potential contractor's proposed means and methods, past performance on similar projects, relevant references, and overall quality and feasibility of the proposal. Only proposals that incorporate helicopter yarding capability will be considered.

The hazardous fuels reduction treatment is planned as part of the North Foothills Open Space Management Plan (1996) and BCPOS Forest Management Policy (2010). This Project is funded through the 2017 (awarded 2019) Federal Emergency Management Agency (FEMA) Pre-Disaster Mitigation (PDM) grant program, as well as matching Boulder County (BOCO) internal funding. This Project was supported by Grant #17PDM19BC issued by the Colorado Division of Homeland Security and Emergency Management. A copy of the grant agreement is attached to this BID, and this project and associated contract will be subject to the terms and conditions of this Grant Agreement. The management plan sets forest management objectives to thin the forest to reduce risk from catastrophic wildfires. Hazard fuel reduction is recommended by the Lefthand Canyon and Boulder County Community Wildfire Protection Plans (CWPPs) as part of a community-wide effort to reduce risk from wildfire and protect critical infrastructure.

### **PROCUREMENT:**

#### **Right to negotiate profit as required by Federal Office of Management and Budget:**

Pursuant to 2 CFR 200.323, Boulder County reserves the right to negotiate profit as a separate element of the price. Please reference Attachments D1 and D2.

The successful proposer shall execute the required Federal Emergency Management Addendum (FEMA) included in Attachment C as part of any contract with the county, and, comply with all FEMA requirements set forth in that addendum.

The selected contractor will comply with all state and local licensing requirements, including but not limited to, filing the State of Colorado Statement of Foreign Entity Authority paperwork, if contractor is not a Colorado company.

Contractor shall be authorized to do business in the State of Colorado and shall provide the county a current Certificate of Good Standing evidencing such authorization. Furthermore, contractor shall be responsible for all applicable sales and employment taxes.

The Project will require the selected contractor to adhere to the Federal Emergency Management Agency's Grant Program Requirements for Procurement Contracts; therefore, all invoices submitted to Boulder County must contain sufficient information detailing expenses.

The selected contractor will be required to be in good standing with the Federal Government, any agency that is not in compliance or in violation of Federal law will not be considered by Boulder County. Boulder County will not conduct business with any entities listed on the Federal Debarment Checklist.

Boulder County is an Equal Opportunity Employer and no otherwise qualified individual and/or company shall be subject to discrimination on the basis of race, color, religion, creed, national origin, ancestry, sex, age, sexual orientation (incl. transgender status), physical or mental disability, marriage to a co-worker and retaliation for engaging in protected activity (opposing a discriminatory practice or participating in an employment discrimination proceeding) in any phase of employment or selection for this Project.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member or Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

This is a Federally funded disaster Project, the Colorado Unified Certification Program and the Minority Business Development Agency and the Minority Business Office shall be included when soliciting proposals.

§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
  - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**CONFLICT OF INTEREST:**

Any party that has developed, designed or drafted specifications, requirements, statements of work and/or has participated in planning activities for this Project may be excluded from consideration for the award of this Project.

**SAM.GOV (System for Award Management) REGISTRATION:**

A copy of your business' registration in sam.gov submitted with your proposal is required.

**DUNS NUMBER:**

A copy of your business' DUNS number submitted with your proposal is required.

**CERTIFICATE OF GOOD STANDING:**

A copy of your business' State issued certificate submitted with your proposal is required.

**CONTRACT LANGUAGE:**

The successful proposer will be required to enter into a Contract for Services and meet all insurance requirements as required prior to any work beginning.

All proposers are instructed to thoroughly review all the stated insurance requirements for this Project, the insurance requirements stated are the minimum and standard for Boulder County



Government, for this Project. All hired contractors are required to meet the insurance requirements, as stated, for contracted services as part of the Boulder County contracting process. Owner/Sole Proprietors/Officer are not Exempt from the county's insurance requirements and coverage limits. Please refer to the Insurance Requirements in this RFP.

**CHANGE ORDERS:**

Any unplanned, change orders, modifications or additional services to this Project, shall be submitted by the Contractor, in a separate, written document, including a fee schedule and completion schedule and presented to the County for review. Approval from the County, in writing, must accompany all change order requests.

**RESCIND OF BID AWARD:**

In the event the selected contractor is unable to commence work as agreed to, the Boulder County Commissioners may rescind the bid award and proceed to award the contract to another proposer based on RFP# 7068-19, re-bid the work, or proceed in any lawful manner the County deems necessary.

**PAYMENT:**

Contractors are advised this Project will be paid in increments of 25% based upon completion of the Project. A payment schedule with the selected Contractor will be determined prior to contract execution. Final payment of held retainage will be paid upon satisfaction of the required Notice of Final Settlement.

Invoices submitted must contain sufficient information detailing all expenses. Invoices shall be submitted on company letterhead and include, but not limited to, depending on the activity completed, designated project name, date(s), type of work performed, rate per hour, number of hours worked, mileage, mileage rate, and any associated administrative fees. Additionally, all invoices should contain the current date, invoice number, amount due and current return address. Contractors will also include any assigned Purchase Order numbers issued for the project.

**BID BOND:**

A bid guarantee from each bidder equivalent to five percent (5%) of the bid price. The bid guarantee shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

**LIQUIDATED DAMAGES:**

Liquidated damages are not applicable to this Project.

**PAYMENT BOND & PERFORMANCE BOND:**

Both a Payment Bond and a Performance Bond are required for this project and each bond must equal 100% of the proposed cost. Please include the cost of this bonding into the total proposed cost.

Payment and Performance Bond requirements are addressed in the attached Sample Contract. A Payment Bond and Performance Bond will be required for bids over \$50,000.00. Bonds must be received and approved, by the County, prior to work commencing. If applicable, Retainage and a Notice of Final Settlement posting will be required.

**PRE-PROPOSAL MEETING:**

A Mandatory Pre-proposal meeting is scheduled, starting promptly at **9:00 a.m. on Wednesday, October 9, 2019**. Interested Parties are asked to meet at Heil Valley Ranch, 1188 Geer Canyon Drive, Boulder, CO. The meeting will originate at the main parking area located at the trailhead.

**Proposals from companies not represented at the mandatory, pre-proposal meeting, and site visit will not be accepted.**

**ATTACHMENTS:**

- |                   |  |
|-------------------|--|
| 1. Attachment A:  | Sample Contract  |
| 2. Attachment B:  | Grant Award Letter; CMS# 129808                              |
| 3. Attachment C:  | FEMA Addendum (Sample)                                       |
| 4. Attachment D1: | Electronic Code Federal Regulations; Title 2 – Subject Group |
| 5. Attachment D2: | Electronic Code Federal Regulations; Title 2 – Appendix      |
| 6. Attachment E:  | FEMA Record of Environmental Consideration (REC)             |
| 7. Attachment F:  | Forest Treatment Plan  |
| 8. Attachment G:  | Project Area 1 - map   |
| 9. Attachment H:  | Marking Parameters Narrative                                 |
| 10. Attachment I: | Marking Parameters Map                                       |
| 11. Attachment J: | Qualification Statement                                      |

**WRITTEN INQUIRIES:**

All inquiries regarding this RFP 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. October 15, 2019**. A response from the county to all inquiries will be posted and sent via email no later than **October 17, 2019**.

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

**SUBMITTAL INSTRUCTIONS:**

Submittals are due at the Administrative Services Information Desk or email box (preferred) listed below, for time and date recording on or before **10:00 a.m. Mountain Time on October 23, 2019**.

**Your response can be submitted in the following ways. Please note that email responses to this solicitation are preferred but are limited to a maximum of 50MB capacity. NO ZIP FILES ALLOWED. 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 **RFP# 7068-19** in the subject line.

-OR-

**US Mail**    One (1) unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **RFP# 7068-19**, to the Administrative Services Information Desk located at 1325 Pearl Street, Boulder, CO 80302.

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

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**

- 
1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
  2. Each proposer will furnish the information required in the Request for Proposals.
  3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, 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 proposals and to waive informalities and minor irregularities in proposals 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 proposals without the consent of the County Purchasing Agent or delegated representative.
  6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
  7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to ensure that the proposal arrives at the Administrative Services Information Desk prior to the time indicated in the "Request for Proposals."
  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 RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner will not be binding, and proposer will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.

10. Confidential/Proprietary Information: Proposals submitted in response to this “Request for Proposals” and any resulting contract are subject to the provisions of the Colorado Public (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 and any resulting contract will be clearly stated in the proposal 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. Neither a proposal, in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be 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 efficient and reduced toxic level products where 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.



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

## **SPECIFICATIONS**

---

### **SPECIFICATIONS:**

#### **Introduction**

Boulder County is currently seeking a forestry operations general contractor who is specifically experienced and fully qualified in utilization of aerial forwarding systems (helicopter yarding) as well as ground-based systems via whole-tree method. In addition, the selected contractor will be responsible for all aspects of the project, including access road construction, felling operations, processing operations at the landing(s), transport of the processed product to its final destination. This includes removal of accumulated debris/slash at the landing areas and rehabilitation of all adversely impacted operation sites.

#### **Scope of Work**

This project entails three (3) distinct components:

- 1) Temporary access improvement, including final decommissioning and rehabilitation, to designated landings.
- 2) Forest management operations - utilizing manual/mechanical felling coupled with aerial and ground-based yarding and biomass processing (material whole-tree chipped at the landing into live-floor vans). Alternative processing methods, such as the use of a delimeter, may be used if storage capacity for chips has been exceeded before the project is complete and/or an additional outlet has been identified for the product. This component includes rehabilitation of disturbed areas.
- 3) Transportation of processed harvested material from point of origin to Boulder County biomass heating facilities located at 5201 Saint Vrain Road, Longmont, CO 80503 and 3200 Airport Road, Boulder, CO 80301.
  - a. An alternative strategy for disposition of product, including transportation and final destination, in the event that both Boulder County biomass facilities reach storage capacity before the project is completed. Maximum capacity for BOCO biomass chip fuel storage at both facilities, combined, is approximately 50-55 100 yd<sup>3</sup> loads.

## **Project Implementation Schedule - Period of Performance**

All work must be performed, as well as any rehabilitation, within the following, anticipated, operational time period: TBD with selected contractor, **continuing through March 31, 2020.**

Operations equipment/supplies will not be allowed to remain on site during the non-operational period, except for the express purpose of move-in/move-out and equipment maintenance.

### **1. Temporary Access Improvement and Decommissioning**

The unit, and associated landing/processing area is accessed by an existing degraded two-track road. A separate area for equipment staging and maintenance is also accessed by a two-track. These access roads will need to be improved to accommodate biomass and equipment transportation. All work performed needs to be in accordance with the [CSFS Colorado Forest Road Handbook 2011](#). Upon completion, these access roads will be obliterated, restored to landscape contour, and seeded. Native seed mix will be provided by Boulder County. Boulder County will acquire the necessary grading permit prior to work.

### **2. Forest Management Operations - Specifications and Considerations**

The harvesting method is whole-tree. Harvesting entails manual/mechanical felling coupled with appropriate mechanical yarding system(s), which include ground-based, cable, and aerial. Whole-tree material will be processed at pre-designated landings, via whole-tree chipper, directly into live-floor vans for subsequent transportation to Boulder County's biomass heating systems located in Boulder and Longmont. This is a 'hot' logging operation with very limited landing area for pre-staging material. Accumulation of multiple/extensive 'cold' decks at the landing is not desirable and must be pre-authorized.

**Additional prescription-specific information is in the Attachments.**

#### **2.1. Operational Specifications-Harvesting/Yarding**

- a. **Due to heavy public use, active forestry operations will only occur Monday through Friday and between dawn to dusk. Active forest operations and biomass transportation are prohibited on Saturdays and Sundays as well as Federal holidays. Certain areas of the project area may be closed to the public during critical operational periods to ensure safety.**
- b. Due to the complexity of the prescription across various stands, the project will be individual tree marked (ITM) as both leave and take tree. See Attachment H and I for specific stand level marking parameters.

- c. Primary felling method is anticipated to be manual, or mechanical with self-leveling tracked carrier. This is due primarily to adverse and broken terrain that predominates across the project area, coupled with high susceptibility to surface erosion in many areas. Tracked carriers are preferred to wheeled carriers. All areas proposed for mechanical felling must be authorized by the County Project Manager or their designee.
- d. Stump height will not exceed 6" on the uphill side. The stump height standard will be enforced, regardless of felling method utilized.
- e. Minimizing surface disturbance is paramount for this project due to adverse topography and highly erodible soils. Every effort will be made to minimize surface disturbance by maximizing the distance between skid/forwarding trails. All machinery will be restricted to operation on the pre-designated landings and skid/forwarding trails. All operational corridors associated with the project are subject to pre-authorization by the County project manager or their designee.
- f. Landing areas for harvesting operations are extremely limited for this project. Landing/processing areas, from a list of pre-selected areas, will be finalized in mutual agreement with the selected contractor.
- g. A detailed preliminary operational plan, encompassing all aspects of the project, will be required for bid submittal

## **2.2. Operational Considerations-Harvesting/Yarding**

- a. All equipment must be maintained and in good working order. Continuous and excessive oil, hydraulic, coolant, or fuel leakage will not be tolerated and will be cause to have the machinery removed immediately from the site. The contractor will be held liable for any site contamination, including removal of any contaminated soil by the contractor.
- b. All bulk fuel storage/transfer tanks shall either be contained in a vehicle or, if stationary on-site, placed within a lined catchment basin or tank.
- c. All equipment used on site shall be cleaned prior to arrival to ensure that noxious/invasive weed seed is not present. Machinery will be subject to the Project Manager's inspection before unloading on site.
- d. Any equipment maintenance and repair on site shall be done in a responsible manner with proper prevention/mitigation measures taken to alleviate any site contamination.



- e. **Equipment operations, including landing operations, will only be conducted when surface conditions are dry (below the plastic limit), frozen, or at least 1' snow pack is present. All reasonable measures will be taken to avoid rutting and excessive soil compaction.** Significant and unnecessary site damage, as deemed by the Project Manager, will be the responsibility of the contractor to rehabilitate at the direction of the Project Manager or their designee.
- f. Excessive rub trees and site damage will not be tolerated.
- g. Standard forestry "Best Management Practices" (BMPs') as outlined by the CSFS, are to be adhered to for all harvesting/treatment activities. Contractor is responsible for a thorough working knowledge of the current updated [2010 BMP Standards for the State of Colorado](#). All exclusion areas for wildlife, riparian areas, etc. will be clearly marked by the Project Manager or their designee.
- h. All operators shall have the skills to operate machinery in a responsible, safe, and efficient manner while being conscientious of natural resource and public values.
- i. The contractor will maintain a clean operation. All trash, refuse, and waste will be disposed of properly and hauled off site promptly by the contractor. The contractor must provide on-site portable toilet facilities for their staff.
- j. Overnight camping by Contractor and/or designees is permitted only within scope of maintaining security for equipment/resources, i.e. 1-2 staff. Crew camping is not permitted. All fires are prohibited.

### **2.3. Site Rehabilitation – Landings and Skid/Forwarding Trails**

The contractor will be responsible for mitigating and repairing adverse equipment impacts at the project site. This will also include the landings/loading areas.

- a. The Contractor is responsible for removing all residual slash and debris from the landing/processing areas. Due to contamination and low solid wood content, this material is not suitable for biomass fuel. The Contractor is responsible for hauling this material off site for disposal.
- b. Rehabilitation of landings and skid/forwarding trails, as well as any temporary access roads, will be the responsibility of the contractor. This may include ripping, seeding and mulching. Landings and skid/forwarding trails will be inspected by the Project Manager and rehabilitation actions will be determined at that time.
- c. Any aggregate or matting material placed on landing access roads must be removed by the contractor, in addition to rehabilitation actions mentioned previously.
- d. The contractor will be responsible for negative and unnecessary surface impacts within the units. The Project Manager and/or designee will inspect the

forwarding/yarding trails and rehabilitation actions will be determined at that time. Most likely this will not involve ripping, but, may involve seeding and mulching.

- e. BCPOS will provide the required seed mix.
- f. Contractor will be held responsible for any damage to public roads and/or infrastructure sustained during the project.

### **3) Transportation of Harvested Forest Products - Specifications and Considerations**

In order to facilitate efficient and cost-effective transportation of the harvested material, the contractor will be required to transport all harvested material designated for removal as outlined below. Transportation of harvested material from point of origin to Boulder County biomass heating facilities located at 5201 Saint Vrain Road, Longmont, CO 80503 and 3200 Airport Road, Boulder, CO 80301. Alternative strategies for disposition of excess product will need to be formulated, including transportation and final destination(s), when both Boulder County biomass facilities reach storage capacity before the project is completed.

#### **3.1. Operational Specifications-Log Transportation**

- a. Material will be processed via chipper at the landing areas, transported, and unloaded to the final destinations located at 5201 Saint Vrain Road, Longmont, CO 80503 and 3200 Airport Road, Boulder, CO 80301, respectively.
- b. Alternative strategies for disposition of product will need to be formulated, including transportation destination(s), when both Boulder County biomass facilities reach storage capacity before the project is completed.
- c. Contractor will be required to maintain load records and submit copies of these records to the Project Manager upon request.
- d. Due to heavy public use, active forestry operations will only occur Monday through Friday and between the hours of dawn to dusk. Active operations are prohibited on Saturday and Sunday as well as Federal holidays. Certain areas of the project area may be closed to the public during critical operational periods to ensure safety.**
- e. Transportation route includes segments of Municipal, County, State, and Federal paved and unpaved roads. The contractor is solely responsible for any required transportation fees/permits associated with project. The contractor is also solely responsible for adhering to weight restrictions associated with selected transportation route.
- f. Contractor will have the sole responsibility for all resources and personnel needed to process, load, transport, and unload the material. No equipment or operational support will be provided by Boulder County.

- g. Caution signs, indicating heavy truck traffic, will be provided by the contractor, and shall be placed at appropriate intersections located adjacent to the project. At a minimum, signage will be placed 500' distance (or most visible location), in each direction from the intersection located at Geer Canyon/Lefthand Canyon.

### **3.2. Operational Considerations- Log Transportation**

All truck drivers, whether employees or sub-contractors, will be fully licensed and experienced CDL drivers. Drivers must be experienced with driving in adverse conditions, on unimproved roads, that include steep/rough terrain. All transport equipment must be in fully operable safe condition as set forth by CDOT regulations.

### **Safety and Conduct - General**

The Contractor and its employees, as well as any sub-contractors, are expected to maintain a high degree of professionalism and safety while being present on Boulder County property. The units being treated are on public land; therefore, it is highly likely that the Contractor will encounter public citizens utilizing trails and other available resources. In areas within the management unit that have established trail corridors, Boulder County will supply safety signs to be placed along appropriate trail corridors. It is the Contractor's responsibility to maintain adequate safety zones with regard to all components of its operation. Aspects of safety and conduct include, but are not limited to:

- a. All personnel associated with the Contractor will wear O.S.H.A. approved P.P.E. appropriate for their current duties.
- b. First aid equipment/supplies will be readily available for all workers as well as reliable means of communication in the event of an emergency situation.
- c. Contractor will have emergency response/evacuation plan, in the advent of serious illness or injury, for their crew.
- d. Equipment operators will be responsible for maintaining an awareness of the safety zone surrounding their particular application/operation.
- e. One (1) 5# fire extinguisher will be in place on mobile operational equipment as well as trucks.
- f. One (1) hand tool (shovel, Pulaski, etc.) will be readily available for each employee currently on site for fire suppression, if needed.
- g. Unlawful, rude, or aggressive behavior will not be tolerated.

- h. Contractor will comply with all Government Safety and Health regulations and the Department of Labor Occupational Safety and Health (OSHA) standards.

### **Project Safety – Aerial Operations Specific**

Contractors will explain, in detail, their proposal and how they will manage for safety in all elements of the aerial harvesting operation.

- a. The Contractor will provide pilots that are commercially certified by the FAA to fly aircraft appropriate to fulfill the Contract.
- b. Contractor will submit an Aviation Safety Plan.
- c. The Contractor will submit a safety plan that includes a discussion of safety for public and staff. All authorized persons in the operational areas should have radio communications with the Contractors designated project leader. The authorized persons in the staging/landing areas, or the treatment areas, should be wearing hardhats, hearing protection, and highly visible clothing (e.g. blaze orange).
- d. Contractor will adhere to all FAA, and other applicable agency regulations, as they relate to fire suppression for aerial operations, including fuel storage/staging.
- e. Contractor will be required to assure that it is operating within the constraints of the equipment being used, the given load, weather conditions, etc.
- f. Dust abatement will be required at staging/landing areas, when necessary. Mud tracking control will be used at all entrances to paved roadways, when necessary, that are adjacent to staging areas.
- g. Contractor will provide personnel to control local traffic, in compliance with Federal, State and County regulations, during operations. Warning signs on roads leading to the operations shall be installed.

### **Hazardous Materials: Fueling, Hydraulics, and Lubricants**

- a. Fueling equipment and operations will be inspected and approved upon mobilization of the operation by the Project Manager before Contractor can proceed with work. The joint inspection will include, but is not limited to, checking for evidence of oil/fuel leaks at all piping, oil/fuel lines, hydraulic lines and seals, fuel tanks and other sources of leaks. All evidence of leaks will be investigated and immediately repaired prior to operation of the equipment operation at the project site. If at any time a spill occurs, the Contractor will notify the Project Manager immediately.

- b. All non-manual fueling equipment will have an automatic shut-off switch installed to avoid fuel releases.
- c. The Contractor is required to clean up any spill, including, but not limited to, diesel or gasoline fuels. The Contractor will assume all liability and responsibility for clean-up of any spill and will meet all established EPA Spill Prevention, Control and Countermeasure (SPCC) Rules and Colorado Clean Air and Water Standards.
- d. Fueling and fuel storage will occur at a distance greater than 100 feet from ephemeral or perennial streams.
- e. Contractor will submit a written plan to Boulder County as to how Contractor will deal with spills in Contractor's submittal to this RFP.
- f. Use of Hazardous Materials and/or petroleum products requires that all appropriate State and Federal Regulations be complied with including, but not limited to, Material Safety Data Sheets (MSDS) on hand and use of necessary Personal Protective Equipment (PPE).
- g. On-site disposal of Hazardous Materials or Waste, including hydrocarbons is not authorized. Violations of on-site disposal will subject the Contractor to, at least, the cost of reclamation and the appropriate disposal of contaminated soil.
- h. Incidental minimal leaks from fittings, gaskets, or ruptured hoses will not subject the Contractor to remedial requirements. These will be considered to be normal and unavoidable losses. Continual leaks will be noted on inspection reports and correction through on-site, on-going maintenance is required.
- i. Maintenance and repair operations that require the draining of engines or hydraulic systems may be conducted on site only if the fluids are captured and properly contained and removed for proper disposal.

**NATIONAL HISTORIC PRESERVATION ACT:**  
**Historical Structures and Archeological Resources**

The selected Contractor is required to comply with the 11 Special Conditions and the 3 Standard Conditions listed in the FEMA Record of Environmental Consideration (REC) included in Attachment F.

Due to FEMA-PDM grant funding requirements, the contractor and key personnel will be required to attend a site-based training to be in compliance with the following:

An SOI-qualified Archaeologist will conduct a pre-construction briefing and training session with contracted vegetation removal staff and Boulder County on identification of archaeological sites and appropriate response if historic sites are inadvertently encountered. All activities relating to cultural resources will be monitored by staff throughout the project period.

**PERMITS, LICENSES, LOCATES AND CODES:**

The selected Contractor shall have full responsibility for identifying and obtaining, prior to the start of work, and for maintaining throughout the term of the Project, any permits and licenses which may be required in order to carry out the work. The Contractor shall also be responsible for following all State and County codes, which may be required in order to carry out the Project. The Contractor shall also be responsible for all "locates" of all public utilities related to performing work under the terms of this Contract. The Contractor shall also be responsible for insuring that any of its subcontractors performing work on the Project satisfy the provisions of this paragraph.

**CONTRACTOR LICENSING:**

General contractors, HVAC contractors, and roofing contractors require licensing through the Boulder County Land Use Department. It is the responsibility of the selected Contractor to apply for and ensure the appropriate Contractor's license is obtained.

**PROJECT COMPLETION SCHEDULE:**

The date of completion will be within sixty (60) business days, from receipt, of the county issued, Notice to Proceed written document.



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

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

---

### **INSURANCE REQUIREMENTS:**

Note that the insurance amounts listed below 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.

**\*This type of coverage will be required to remain in place and be maintained by the selected contractor for the 3-year period as noted after completion of the Project.**

### **Aircraft Liability:**

During the term of this Agreement, the "Aircraft Operator" will at its own expense have in effect the following aircraft coverages with insurers of recognized reputation, responsibility and having at least an A.M. Best rating of an "A XVII" or better:

- a) Aircraft Liability to include slung loads in an amount not less than \$5,000,000 each occurrence Combined Single Limit including passengers.
- b) The above liability coverages shall name County of Boulder, State of Colorado, a body corporate and politic as additional insureds.
- c) The above liability coverages include a Severability of Interest clause stating that each insured under the policy has the same protection as if were covered separately.
- d) The above coverages provided shall be primary and is not excess or contributing with any insurance maintained by Boulder County.

**\*Pollution Liability:**

In the event contractor owns, or agrees to be responsible for the use, operation and maintenance of an above-ground petroleum storage tank, fuel truck, or performs fueling services, contractor shall maintain Pollution Liability Insurance, or similar third-party environmental liability, at a minimum limit not less than \$1,000,000 per occurrence combined single limit with a \$1,000,000 annual aggregate providing coverage for damages against, but not limited to, bodily injury, property damage, clean up, corrective action including assessment, remediation and defense costs. Coverage maintained or extended discovery period for 3 years after project completion.

**\*General Liability:**                                 \$1,000,000, Each Occurrence  
  \$2,000,000 General Aggregate

The County requires the Products/Completed Operations coverage to be provided 3 years after completion of Project. An endorsement must be included with the certificate.

**Automobile Liability:**                                 \$1,000,000 Each Accident

**Workers' Compensation and Employer's Liability:** Statutory Limits

**Umbrella / Excess Insurance:**                     Umbrella/Excess Liability insurance in the amount  
  \$3,000,000.00, following form.

**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; bids will not be awarded to vendors/contractors that do not meet the minimum insurance requirements for this project.**

**Additionally, the successful bidder will be required to comply with the insurance requirements as specified in all Grant Agreements. The selected proposer will provide the County with proof of this coverage in the form of a certificate of insurance.**

**W-9 REQUIREMENT:**

Please provide a current 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)

## SUBMITTAL SECTION

The proposer’s attention is especially called to the items listed below, which must be submitted in full as part of the PROPOSAL. 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 Request for Proposal (RFP) may be cause for rejection of the PROPOSAL.

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

INCLUDED	ITEM
	Required Bid Bond
	Name, Address, Telephone and Email of company/Organization.
	Name and contact information of individual to serve as main contact for Project.
	Name and Address of the Corporate Offices, Partners and Subcontractors, if applicable.
	Experience and qualifications from previous or current projects.
	Information on the relevant experience of key personnel.
	Submit three references for similar projects your company has completed within the last three years and contact information.
	State your company’s ability to comply with the Terms and Conditions in the Sample Contract contained in this RFP. Specifically list any deviations and provide justification for each deviation.
	State the ability of the contractor(s) to meet or exceed the requirements defined in the RFP.
	State the ability to meet or exceed the anticipated completion date and/or project stages, or a reasonable modification thereof.
	Submit a detailed project schedule with an all-inclusive total cost.
	Submit Project Safety detailed and including how contractor will manage for safety in all elements of the aerial harvesting operation.
	Submit Hazardous Materials Spill Plan.
	Submit operational plan, encompassing all aspects of the project, including timeline, resources, and crew.

	Submit Certification for Pilots and provide information for all Aircraft to be used in project.
	Submit Aviation Safety Plan.
	Submit Contractor Qualification Statement.
	Submit Completed Proposal Section.
	Submit Signature Page.
	Submit DUNS number.
	Submit SAM registration form.
	Submit Good Standing Certificate
	Include Sample Insurance Certificate.
	Include Current W-9.
	Submit Aerial Operations Plan.
	Addendum Acknowledgement(s) (If Applicable).



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

## EVALUATION CRITERIA

The proposals will be reviewed by a selection committee. The committee may request additional information from contractors or request interviews with one or more vendors. Final evaluation and selection may be based on, but not limited to, any or all of the following:

- a. Information presented in proposal
- b. Ability of the vendor to provide quality and timely products and services
- c. Qualifications and experience of the vendor
- d. Reference checks
- e. Total cost
- f. Proposed timeline
- g. Any other relevant and appropriate factors as determined by the county
- h. **Contractor selection will not be based solely on the lowest cost, but on the proposal that provides the best project value to the County.**

**A scoring matrix with the order and priority of criteria to be used by the County in its evaluation and selection process is shown below:**

Description	Points
Total Cost	40
Timeline for Completion	20
Quality of Proposal	20
Qualifications and Experience	20
<b>Total Possible</b>	<b>100</b>

**Right to negotiate profit as required by Federal Office of Management and Budget:** Pursuant to 2 CFR 200.323, Boulder County reserves the right to negotiate profit as a separate element of the price.



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

**PROPOSAL SECTION**

Please include bid amounts, itemized per action, as outlined below. Certain actions, i.e. mobilization and demobilization, are not reflected in the itemized list. It is up to the contractor to incorporate those types of costs into the itemized list. Total bid amount is the sum of the below actions and associated cost.

ACTION	COST PER ACRE	TOTAL (162 ACRES)
Temporary Access Improvement and Decommissioning (May be expressed in linear feet)	\$	\$
Felling	\$	\$
Aerial Yarding	\$	\$
Ground-based Yarding	\$	\$
Processing	\$	\$
Transportation (may be expressed in loads/hourly rate)	\$	\$
Site Rehab	\$	\$

**TOTAL**    \$ \_\_\_\_\_

Company Name \_\_\_\_\_

Name of person and title submitting PROPOSAL    (PLEASE PRINT) \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

Date \_\_\_\_\_



**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.

## ATTACHMENT-A Contract

DETAILS SUMMARY	
<b>Document Type</b>	Choose an item.
OFS Number-Version	
<b>County Contact Information</b>	
Boulder County Legal Entity	Choose an item.
Department	Choose an item.
Division/Program	
Mailing Address	
Contract Contact – <i>Name, email</i>	
Invoice Contact – <i>Name, email</i>	
<b>Contractor Contact Information</b>	
Contractor Name	
Contractor Mailing Address	
Contact 1- <i>Name, title</i>	
Contact 1- <i>email</i>	
Contact 2	
<b>Contract Term</b>	
Start Date	
Expiration Date	
Final End Date	
<b>Contract Amount</b>	
Contract Amount	
Fixed Price or Not-to-Exceed?	Choose an item.
<b>Brief Description of Work</b>	
<b>Contract Documents</b>	
a. Formal Procurement (RFP) No. Bid Variable (the "Bid Documents") b. Contractor's proposal in response to the Bid Documents (the "Proposal") c. Project Details, including project-specific terms and a Scope of Work, attached as Exhibit A (the "Scope of Work") d. Fee Schedule, attached as Exhibit B (the "Fee Schedule")	
<b>Purchasing Details – <i>County Internal Use Only</i></b>	
Bid Number	
Award Date	
If no Bid No., bid process used	Choose an item.
Purchasing Notes <i>(optional)</i>	
<b>Contract Notes</b>	
<i>Additional information not included above</i>	

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 [Department] ("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. **Work shall not commence until the County has provided a NOTICE TO PROCEED to Contractor, which shall set forth the date that Contractor may begin the Work.**

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**.

Upon expiration or termination of this Contract, the obligations which by their nature are intended to survive expiration or termination of this Contract, will survive, including but not limited to the re-seeding and/or re-vegetative obligations set forth in the Scope of Work.

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 following completion of the Work. 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**. Email delivery is preferred by the County; 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: 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 and, if so, will provide

Contractor with written notice of the amount of extra time granted. County granting extra time to complete the Work will not entitle Contractor to additional compensation from County. This Contract will remain in full force and effect during any time period that Contractor is permitted to finish completing the Work.

7. Extension of Contract Term (Additional 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 can 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 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. 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. Contractor 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 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 for Non-Appropriation: The other provisions of this Contract notwithstanding, the 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.

14. Termination for 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 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 Contract or at law, including immediate termination of this Contract.

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

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, 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 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 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 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 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.): Contractor hereby certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien 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 illegal alien 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 illegal alien 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 illegal alien, 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 illegal alien; and (b) terminate the subcontract if, within three (3) days of receiving notice hereunder, subcontractor does not stop employing or contracting with the illegal alien; 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 illegal alien. 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. § 24-72-101, 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's performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes.
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. Insurance Requirements: Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this paragraph. 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. 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**

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured Owners, Lessees or Contractors endorsements CG 2038 (or equivalent), Designated Construction Project(s) General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured Completed Operations for Owners, Lessees or Contractors CG 2037 (or equivalent). Minimum limits required of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products/Completed Operations Aggregate. The County requires the Products/Completed Operations coverage to be provided 3 years after completion of construction. An endorsement must be included with the certificate.

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.

iv. **Umbrella / Excess Insurance**

Umbrella/Excess Liability insurance in the amount \$3,000,000.00, following form.

v. **Aircraft Liability.**

During the term of this Agreement, the "Aircraft Operator" will at its own expense have in effect the following aircraft coverages with insurers of recognized reputation, responsibility and having at least an A.M. Best rating of an "A XVII" or better:

1. Aircraft Liability to include slung loads in an amount not less than \$5,000,000 each occurrence Combined Single Limit including passengers.
2. The above liability coverages shall name County of Boulder, State of Colorado, a body corporate and politic as additional insureds.
3. The above liability coverages include a Severability of Interest clause stating that each insured under the policy has the same protection as if were covered separately.
4. The above coverages provided shall be primary and is not excess or contributing with any insurance maintained by Boulder County.

vi. **Pollution Liability**

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. County shall be named as an additional insured for ongoing operations and completed operations.

b. **Boulder County as Additional Insured:** Boulder County shall be named as an additional insured for General Liability, Umbrella/Excess Liability, Aircraft 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.*

c. **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.

d. **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.

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

f. **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.

g. **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.

**Contractor is required to comply with the insurance requirements as specified in all Grant Agreements. The Contractor is required to provide the County with proof of this coverage in the form of a certificate of insurance.**

43. Change Orders: If unforeseen modifications or changes are required, Contractor may submit a Change Order request to County, which must include a complete description, timeline, and fee schedule for the proposed work. Change Orders are not effective until approved by County in writing.

44. Permits/Licenses/Code Compliance: Prior to starting the Work, Contractor will identify and obtain, and maintain during this Contract, all permits and licenses necessary to perform the Work. Contractor agrees to hold all necessary license(s) which permits the performance of the services in this Contract. Contractor shall comply with all State and local codes. Contractor is responsible for locating all public utilities, as necessary. Contractor shall require its subcontractors to comply with this provision. HVAC, roofing, and general contractors must be licensed through Boulder County Land Use. Electricians and plumbers must be licensed through the State and registered with Boulder County Land Use Building Safety and Inspection Division. Architects, Professional Engineers and Professional Land Surveyors must be fully-licensed through the State. All required permits and licenses must be provided to County prior to Contractor beginning the Work.

45. Stormwater Quality Protection Requirements: Contractor will take all measures necessary to prevent pollutants from entering storm drains and watercourses. To eliminate stormwater pollution, Contractor shall implement effective Best Management Practices (BMPs). BMPs include general good housekeeping practices, appropriate scheduling of activities, operational practices, maintenance procedures and other measures to prevent the discharge of pollutants directly or indirectly to the storm drain system. These BMPs shall be maintained for the duration of this Contract. Contractor shall also be responsible for proper disposal of all waste materials, including wastes generated by the implementation of BMPs. Contractor shall otherwise comply with the Federal Clean Water Act, Colorado Water Quality Control Act, and Boulder County's local Clean Water Act, Illegal Discharge Ordinance (No. 2012-4). For work performed in urbanized areas, Contractor must comply with the requirements of MS4 permit (COR090000), which is available through the Colorado Department of Public Health and Environment.

46. Guaranties and Warranties: Upon completion of the Work, Contractor will provide County with a written guaranty covering all labor, materials and workmanship incorporated into the Work for one year, in addition to any other warranties or guaranties as required by the specifications; the specifications may require warranties or guaranties that exceed one year. Final payment upon completion of the Work will not relieve Contractor of responsibility for faulty material or workmanship, which County may require Contractor to fix at Contractor's sole expense, in addition to County's other remedies.

47. Retainage: County may retain partial payment pending completion and County acceptance of the Work as satisfactory and complete. For contracts that exceed \$150,000, the retention rate shall not exceed five percent (5%). C.R.S. § 24-91-103. Contractor is responsible for submitting a final invoice for any retainage held by County.

48. Bonds: Upon County's request, Contractor shall obtain and deliver to County payment and performance bonds each equal to 100% of the total Contract. Bonds shall be executed by a qualified corporate surety and must be acceptable to County. County reserves the right to accept other acceptable forms of surety in lieu of a bond, and to reduce the bond requirements set forth herein consistent with C.R.S. § 38-26-106.



49. Notice of Final Settlement: Prior to remitting final payment to Contractor, County shall publish a Notice of Final Settlement in accordance with C.R.S. § 38-26-107. Final payment will be rendered in accordance with the statute and the other terms of this Contract. Final payment will not be rendered until County, in its sole discretion, determines satisfactory completion of the Work.

50. Determination of Unit Prices: County will determine the actual quantities and classifications of Unit Price Work performed by Contractor. The Parties will review the County's preliminary determinations before County renders a written decision thereon (by recommendation of an Application for Payment or otherwise), which shall be final and binding upon Contractor. The value of any Unit Price Work covered by a Change Order or claim for an increase or decrease in the Contract Amount shall be determined by applying the unit prices to the quantities of items.

a. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Parties agree that the Contract Amount includes the total cost of Unit Price Work, determined by multiplying the quantity of each item by its unit price. Initial quantity determinations are estimates, which must be adjusted to reflect actual quantities. Contractor shall make a claim in writing to County for any additional amounts owed where actual quantities exceed estimated quantities. Contractor shall provide such written claim within thirty (30) days of providing the items and shall be accompanied by supporting documentation. The written claim shall include a statement that the claimed amount covers all known amounts (direct, indirect and consequential) to which Contractor is owed. County shall only pay Contractor for actual quantities of items provided hereunder.

b. The Parties agree that each unit price adequately covers Contractor's overhead and profit for each item.

51. No Suspension or Debarment: Contractor certifies, and warrants for the duration of this Contract, 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.

52. Audits: Contractor understands that Contract's fiscal affairs are subject to audit. If costs are disallowed, the proportion of State and Federal funds disallowed must be returned to County.

53. Records Retention/Access/Audits: Contractor shall maintain all records and documents pertaining to this Contract in accordance with the requirements prescribed by County. Such records shall be maintained for a period of five (5) calendar years after the date of Contractor's final payment from County under this Contract. Contractor agrees that County or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Contract as necessary and upon request, throughout the term of this Contract, and for five (5) calendar years after the date of the final payment hereunder. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. County and Contractor acknowledge that protected information is exempt from this requirement without proper client release.

54. Equal Opportunity Employer: Boulder County is an Equal Opportunity Employer and no otherwise qualified individual and/or company shall be subject to discrimination on the basis of race, color, religion, creed, national origin, ancestry, sex, age, sexual orientation (incl. transgender status), physical or mental disability, marriage to a co-worker and retaliation for engaging in

protected activity (opposing a discriminatory practice or participating in an employment discrimination proceeding) in any phase of employment or selection for this Project

55. Section 3, Housing and Urban Development: The work to be performed under any contract issued as a result of this solicitation is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 70u (Section 3) which states that: 1) Employment, training, contracting and other economic opportunities generated by HUD assistance shall, to the greatest extent feasible, be directed to low and very low-income persons residing within the project area; and 2), Contracts for work in connection with the project be awarded to businesses which are located in, or owned substantially by persons residing in the project area. All CDBG-DR funded projects must, to the greatest extent feasible, comply with Section 3 when contracting for professional services. Consultant selection will be made on the basis of a balance of adherence to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 70u (Section 3), qualifications and the cost of proposed services that provide best value to the project.

56. Limitation on Public Statements and Lobbying Activity: During the term of this Contract, Contractor may receive from County and /or the District its confidential data, work product, and other privileged or confidential information that is protected under pertinent laws and Boulder County policies. To maintain the fact and appearance of absolute objectivity, loyalty, and professionalism, Contractor shall not, without the prior written consent of County and/or the District, do any of the following:

- a. Disclose at any time information obtained as a result of this contractual relationship to any third party;
- b. Lobby any County or State agency on any pending matter while they are under contract with County;
- c. Make any public statements or appear at any time to give testimony at any public meeting on the subject matters with regard to which Contractor is or was retained by County or the District. To the extent that County and/or the District provides written consent for the disclosure of information or authorizes the making of public statements, County and/or the District may impose such conditions upon such disclosure or communications as it thinks appropriate, and Contractor agrees to comply with those conditions. This provision shall not preclude Contractor from providing information to law enforcement officials in connection with any criminal justice investigation.

57. Contract Work Hours and Safety Standards Act: Contractor agrees to comply, and to require its subcontractors to comply, with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by the Department of Labor regulations (29 C.F.R., Part 5).

58. Environmental Compliance: Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR, Part 15), which prohibit the use of non-exempt Federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities. The provision shall require reporting of violations to the grant agency and to the USEPA Assistance Administrator for Enforcement (EN-329). Contractor shall comply with the mandatory standards and policies

relating to energy efficiency which are contained in the State energy conservation plan issued in compliance

59. Inspections: Throughout the term of this Contract, including upon completion of the Work, Contractor shall permit representatives of County, District, Boulder County Collaborative partners, and the State of Colorado to make periodic inspections of the Work. Such inspections shall cover the condition of the Work, operating records, maintenance records, and financial records.

60. "Anti-Kickback" Act: Contractor agrees to comply, and to require its subcontractors to comply, with the Copeland "Anti- Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3).

61. Incorporation of Funding Source Terms and Conditions: The terms and conditions of the Project was supported by Grant #17PDM19BC issued by the Division of Homeland Security and Emergency Management, including all State and Federal regulatory requirements, both express and implied, are incorporated into this Contract and are binding upon Contractor. Failure of Contractor to comply with these requirements will be a material breach of this Contract. The Contractor agrees to:

a. contractor will comply with all State and Local licensing requirements, including but not limited to: filing the State of Colorado Statement of Foreign Entity Authority paperwork, if contractor is not a Colorado company.

b. Contractor shall be authorized to do business in the State of Colorado and shall provide the County with a current Certificate of Good Standing evidencing such authorization. Furthermore, contractor shall be responsible for all applicable sales and employment taxes.

c. Contractor will be required to be in good standing with the Federal Government, any agency that is not in compliance or in violation of Federal law will not be considered by Boulder County. Boulder County will not conduct business with any entities listed on the Federal Debarment Checklist.

62. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member or Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

**[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.

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

**ATTACHMENT B**

PDM 2017 Encumbrance # 17PDM19BC




**GRANT AWARD LETTER  
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS**

<b>State Agency</b> Department of Public Safety	<b>Grant Maximum Amount</b> \$960,000.00
<b>Grantee</b> Boulder County	<b>Grant Issuance Date</b> April 12, 2019
<b>Agreement Number</b> CMS Number: 129808 Encumbrance #: 17PDM19BC Subrecipient DUNS#: 075755199 Federal Award Identification # (FAIN): EMD-2018-PC-0007 Total Amount of the Federal Award: \$4,937,125.22 Federal Award Date: April 12, 2019 Name of Federal Awarding Agency: DHS/FEMA CFDA 97.047 Pre-Disaster Identification if the Award is for R&D: No	<b>Grant Expiration Date</b> March 22, 2021  <b>Fund Expenditure End Date</b> March 22, 2021  <b>Grant Authority</b> Community Pre-disaster Mitigation in Boulder County -- FEMA PDM for FY 2017
<b>Grant Purpose</b> This wildfire mitigation project includes 162 acres of hazardous fuels reduction on Heil Valley Ranch Open Space property owned by Boulder County.	
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Grant: <ol style="list-style-type: none"> <li>1. Exhibit A, Statement of Work.</li> <li>2. Exhibit B, Budget.</li> <li>3. Exhibit C, Sample Option Letter (Form 1)</li> <li>4. Exhibit D, Federal Provisions.</li> <li>5. Exhibit E, FEMA Environmental Closeout</li> <li>6. Exhibit F, Record of Environmental Consideration (REC)</li> </ol> <p>In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> <li>1. Exhibit D, Federal Provisions.</li> <li>2. The provisions of the other sections of the main body of this Grant.</li> <li>3. Exhibit A, Statement of Work.</li> <li>4. Exhibit B, Budget.</li> </ol>	

**SIGNATURE PAGE**

**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

<p style="text-align: center;"><b>GRANTEE BOULDER COUNTY</b></p> <p>By: <u>Elise Jones</u></p> <p>Title: <u>Chair, Board of Boulder County Commissioners</u></p> <p> *Signature</p> <p>Date: <u>May 30, 2019</u></p>	<p style="text-align: center;"><i>2nd Grantee Signature if Needed</i></p> <p>By: _____</p> <p>Title: _____</p> <p>_____</p> <p>*Signature</p> <p>Date: _____</p>
<p style="text-align: center;"><b>STATE OF COLORADO</b> Jared S. Polis, Governor Department of Public Safety, Division of Homeland Security and Emergency Management Kevin R. Klein, Director</p> <p style="text-align: center;"> By: Kevin R. Klein, Director</p> <p style="text-align: center;">Date: <u>5 July 2019</u></p>	
<p>In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> Robert Jaros, CPA, MBA, JD</p> <p style="text-align: center;"> By: Colorado Department of Public Safety, William F. Archambault Jr., Senior Program Manager</p> <p style="text-align: center;">Effective Date: <u>7/11/19</u></p>	

**TABLE OF CONTENTS**

GRANT AWARD LETTER ..... 1

SIGNATURE PAGE ..... 2

1. GRANT ..... 4

2. TERM ..... 4

3. DEFINITIONS ..... 4

4. STATEMENT OF WORK ..... 7

5. PAYMENTS TO GRANTEE..... 7

6. REPORTING - NOTIFICATION ..... 8

7. GRANTEE RECORDS ..... 9

8. CONFIDENTIAL INFORMATION-STATE RECORDS ..... 9

9. CONFLICTS OF INTEREST ..... 11

10. INSURANCE ..... 11

11. REMEDIES ..... 11

12. DISPUTE RESOLUTION ..... 11

13. NOTICES AND REPRESENTATIVES ..... 11

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION ..... 11

15. GOVERNMENTAL IMMUNITY ..... 11

16. GENERAL PROVISIONS ..... 12

    EXHIBIT A, STATEMENT OF WORK ..... 1

    EXHIBIT B, BUDGET ..... 1

    EXHIBIT C, SAMPLE OPTION LETTER (FORM 1) ..... 1

    EXHIBIT D, FEDERAL PROVISIONS ..... 1

    EXHIBIT E..... 1

    EXHIBIT F..... 1

**1. GRANT**

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

**2. TERM**

**A. Initial Grant Term and Extension**

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

**B. Early Termination in the Public Interest**

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

**C. Grantee’s Termination Under Federal Requirements**

Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

**3. DEFINITIONS**

The following terms shall be construed and interpreted as follows:

- A. **“Budget”** means the budget for the Work described in Exhibit B.



- B. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- C. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302 C.R.S.
- D. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.
- E. **“Grant Award Letter”** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- F. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- G. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- H. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- I. **“Exhibits”** exhibits and attachments included with this Grant as shown on the first page of this Grant
- J. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- K. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- L. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) is the Federal Awarding Agency for the Federal Award which is the subject of this Grant.
- M. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- N. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- O. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- P. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- Q. **“Party”** means the State or Grantee, and “Parties” means both the State and Grantee.

- R. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- S. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S.
- T. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- U. **“Recipient”** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.
- V. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- W. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- X. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- Y. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- Z. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- AA. **“Sub-Award”** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.

- BB. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. **“Subcontractor”** also includes sub-grantees.
- CC. **“Subrecipient”** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization entity that receives a Sub-Award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Grant, Grantee is a Subrecipient.
- DD. **“Tax Information”** means Federal and State of Colorado tax information including, without limitation, Federal and State tax returns, return information, and such other tax-related information as may be protected by Federal and State law and regulation. Tax Information includes, but is not limited to all information defined as Federal tax information in Internal Revenue Service Publication 1075.
- EE. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the **“Super Circular**, which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.
- FF. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- GG. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. **“Work Product”** does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

#### 4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

#### 5. PAYMENTS TO GRANTEE

##### A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active

Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

**B. Federal Recovery**

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

**C. Matching Funds.**

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in Exhibit A (the "Local Match Amount"). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

**D. Reimbursement of Grantee Costs**

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget as long as the Grantee provides the requested adjustment to the State for approval with the appropriate federal program agency prior to actual adjustments to line items of the Budget and the change does not modify any requirements of the Work. The State shall reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. The State shall only reimburse allowable costs if those costs are: (i) reasonable and necessary to accomplish the Work and for the Goods and Services provided; and (ii) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

**E. Close-Out.**

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 10% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

**6. REPORTING - NOTIFICATION**

**A. Violations Reporting**

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

## 7. GRANTEE RECORDS

### A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

### B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant with an entity that would also be considered a Subrecipient, then the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

### C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et. seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

## 8. CONFIDENTIAL INFORMATION-STATE RECORDS

### A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department

of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJ, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

**B. Other Entity Access and Nondisclosure Agreements**

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

**C. Use, Security, and Retention**

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

**D. Incident Notice and Remediation**

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

**E. Safeguarding PII**

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

**9. CONFLICTS OF INTEREST**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

**10. INSURANCE**

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

**11. REMEDIES**

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant or any terms of the Federal Award, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

**12. DISPUTE RESOLUTION**

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

**13. NOTICES AND REPRESENTATIVES**

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

**14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

**15. GOVERNMENTAL IMMUNITY**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall

be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

## **16. GENERAL PROVISIONS**

### **A. Assignment**

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

### **B. Captions and References**

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

### **C. Entire Understanding**

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

### **D. Modification**

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

### **E. Statutes, Regulations, Fiscal Rules, and Other Authority.**

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

### **F. Digital Signatures**

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

### **G. Severability**



The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Federal Provisions

Grantee shall comply with all applicable requirements of Exhibit D at all times during the term of this Grant.

## EXHIBIT A, STATEMENT OF WORK

### 1. GENERAL DESCRIPTION OF THE PROJECT(S).

- 1.1 **Project Description.** This pre-disaster wildfire mitigation project is located on Heil Valley Ranch Open space property that is located north of Lefthand Canyon and owned by Boulder County. The project includes completing 162 acres of fuels reduction utilizing helicopter aerial yarding and/or ground based harvesting. The forestry division of the Boulder County Parks and Open Space will manage this project.
- 1.2 **Project Expenses.** Project expenses include the costs to hire a contractor and personnel time to complete the project as described in §1.1 of this Exhibit A. All eligible expenses are listed in the budget table in Exhibit B.
- 1.3 **Non-Federal Match:** This non-federal match section  applies to or does not apply  to this Grant. If it applies, this Grant requires a non-federal match contribution of 25% of the total Grant budget. Documentation of expenditures for the non-federal match contribution is required with each drawdown request. If applicable the match  may or may not  include in-kind match.

### 2. DELIVERABLES:

- 2.1 Grantee shall submit narrative and financial reports describing project progress and accomplishments, any delays in meeting the objectives and expenditures to date as described in §3 of this Exhibit A.
- 2.2 List additional grant deliverables: None.

### 3. REPORTING REQUIREMENTS:

- 3.1 **Quarterly Financial Status and Progress Reports.** The project(s) approved in this Grant are to be completed on or before the termination date stated on the Agreement's Signature and Cover Page of the Grant Agreement. Grantee shall submit quarterly financial status and programmatic progress reports for each project identified in this agreement using the forms provided by the Department of Public Safety throughout the life of the grant. One copy of each required report with original or electronic signatures shall be submitted in accordance with the schedule below: (The order of the reporting period quarters below are irrelevant to the grant. If the grant is open during the "report period" reports for that period are due on the dates listed. If the grant is for more than one year, reports are due for every quarter that the grant remains open.)

Report Period	Due Date
October – December	January 15
January –March	April 15
April – June	July 15
July –September	October 15

- 3.2 **Final Reports:** Grantee shall submit final financial status and progress reports that provide final financial reconciliation and final cumulative grant/project accomplishments within 45 days of the end of the project/grant period. The final report may not include unliquidated obligations and must indicate the exact balance of unobligated funds. The final reports may substitute for the quarterly reports for the final quarter of the grant period. If all projects are completed before the end of the grant period, the final report may be submitted at any time before its final due date. Further reports are not due after the Division of Homeland Security and Emergency Management has received, and sent notice of acceptance of the final grant report.

**4. TESTING AND ACCEPTANCE CRITERIA:**

The Division of Homeland Security and Emergency Management shall evaluate this Project(s) through the review of Grantee submitted financial and progress reports. The Division of Homeland Security and Emergency Management may also conduct on-site monitoring to determine whether the Grantee is meeting/has met the performance goals, administrative standards, financial management and other requirements of this grant. The Division of Homeland Security and Emergency Management will notify Grantee in advance of such on-site monitoring.

**5. PAYMENT:**

**5.1 Payment Schedule:** Grantee shall submit requests for reimbursement using the Division of Homeland Security and Emergency Management’s provided form at least quarterly. One original or electronically signed/submitted copy of the reimbursement request is due on the same dates as the required financial reports. All requests shall be for eligible actual expenses incurred by Grantee, as described in detail in the budget table(s) of this Exhibit. Requests shall be accompanied by supporting documentation totaling at least the amount requested for reimbursement and any required non-federal match contribution. If any financial or progress reports are delinquent at the time of a payment request, the Division of Homeland Security and Emergency Management may withhold such reimbursement until the required reports have been submitted.

**5.2 Payment Amount:** If non-federal match is required, such match shall be documented with every payment request. Excess match documented and submitted with one reimbursement request shall be applied to subsequent requests as necessary to maximize the allowable reimbursement.

**5.3 Remittance Address.** If mailed, payments shall be sent to the representative identified in §16 Grant:

<b>Eric Lane</b>	<b>Project Manager Contact:</b>
<b>5201 St. Vrain Road</b>	<b>Stefan Reinold 303-678-6202</b>
<b>Longmont, CO 80503</b>	<b>sreinhold@bouldercounty.org</b>

**6. PRINCIPAL REPRESENTATIVES:**

**For the State:**

Larisa Cannon, Grants and Contracts Manager  
 Department of Public Safety,  
 Division of Homeland Security and Emergency Management  
 9195 E. Mineral Avenue, Suite 200  
 Centennial, CO 80112  
 larisa.cannon@state.co.us

**For Grantee:**

Eric Lane, Director  
 Boulder County Parks and Open Space  
 5201 St. Vrain Road  
 Longmont, CO 80503  
 elane@bouldercounty.org

**7. ADMINISTRATIVE REQUIREMENTS:**

**Required Documentation:** Grantees shall retain all procurement and payment documentation on site for inspection. This shall include, but not be limited to, purchase orders, receiving documents, invoices, vouchers, equipment/services identification, and time and effort reports.

**7.1** Sufficient detail shall be provided with reimbursement requests to demonstrate that expenses are allowable and appropriate as detailed below:

**7.1.1 Equipment or tangible goods.** When requesting reimbursement for equipment items with a purchase price of or exceeding \$5,000, and a useful life of more than one year, the Grantee shall provide a unique identifying number for the equipment, with a copy of the Grantee’s invoice and proof of payment. The unique identifying number can be the manufacturer’s serial number or, if the Grantee has its own existing inventory numbering system, that number may be used. The location of the equipment shall also be provided. In addition to

ongoing tracking requirements, Grantee shall ensure that equipment items with per unit cost of \$5,000 or more are prominently marked in a manner similar to the following: Purchased with funds provided by the U.S. Department of Homeland Security.

- 7.1.2 Services.** Grantees shall include contract/purchase order number(s) or employee names, the date(s) the services were provided and the nature of the services.
- 7.2 Procurement:** A Grantee shall ensure its procurement policies meet or exceed local, state, and federal requirements. Grantees should refer to local, state, and federal guidance prior to making decisions regarding competitive bids, sole source or other procurement issues. In addition:
- 7.2.1** Any sole source transaction in excess of \$100,000 shall be approved in advance by the Division of Homeland Security and Emergency Management.
- 7.2.2** Grantees shall ensure that: (a) All procurement transactions, whether negotiated or competitively bid, and without regard to dollar value, are conducted in a manner that provides maximum open and free competition; (b) Grantee shall be alert to organizational conflicts of interest and/or non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade; (c) Contractors who develop or draft specifications, requirements, statements of work, and/or Requests for Proposals (RFPs) for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement; and (d) Any request for exemption of item a-c within this subsection shall be submitted in writing to, and be approved by the authorized Grantee official.
- 7.2.3** Grantee shall verify that the Contractor is not debarred from participation in state and federal programs. Sub-grantees should review contractor debarment information on <http://www.sam.gov>.
- 7.2.4** When issuing requests for proposals, bid solicitations, and other published documents describing projects or programs funded in whole or in part with these grant funds, Grantee and Subgrantees shall use the phrase -"This project was supported by grant #17PDM19BC, issued by the Division of Homeland Security and Emergency Management."
- 7.2.5** Grantee shall verify that all purchases are listed in §1 or §7 of this Exhibit. Equipment purchases, if any, shall be for items listed in the Approved Equipment List (A.E.L) for the grant period at <https://www.fema.gov/authorized-equipment-list>. Additionally, funds used to support emergency communications activities should comply with the FY 2016 SAFECOM Guidance for Emergency Communication Grants, at <http://www.safecomprogram.gov>
- 7.2.6** Grantee shall ensure that no rights or duties exercised under this grant, or equipment purchased with Grant Funds having a purchase value of \$5,000 or more, are assigned without the prior written consent of the Division of Homeland Security and Emergency Management.
- 7.2.7** Grantee shall ensure that all funds are needed to supplement and not to supplant the Grantee's own funds.
- 7.3 Additional Administrative Requirements:**
- 7.3.1** The Grantee must request approval in advance for any change to this Grant Agreement, using the forms and procedures established by the Division of Homeland Security and Emergency Management.
- 7.3.2** All applicant agencies that own resources currently covered by the Colorado Resource Typing Standards must agree to participate in the State's Emergency Resource Inventory Report and update their information on a quarterly basis.

- 7.3.3** All funding related to exercises must be managed and executed in accordance with the Homeland Security Exercise and Evaluation Program (HSEEP) and must be National Incident Management System (NIMS) compliant. Regardless of exercise type or scope, After Action Reports/Improvement Plans are due to the State Training and Exercise Program Manager within 45 days of the exercise.

**EXHIBIT B, BUDGET**

**BUDGET:**

<i><b>Project Activity/Line Item</b></i>	<i><b>Federal Share</b></i>	<i><b>Local Share*</b></i>	<i><b>TOTAL Project</b></i>
Contractual – Contractor for 86 acres (whole tree helicopter yarded)	\$609,862.00	\$78,138.00	\$688,000.00
Contractual – Contractor for 76 acres (ground based harvesting system)	\$336,842.00	\$43,158.00	\$380,000.00
Temporary Road for Equipment	\$13,296.00	\$1,704.00	\$15,000.00
Personnel – BCPOS Staff, Resource Specialist/Project Manager	\$0.00	\$126,000.00	\$126,000.00
Personnel – BCPOS Staff, Resource Specialistst and Resource Technicians	\$0.00	\$35,000.00	\$35,000.00
Personnel – Youth Corps Team	\$0.00	\$36,000.00	\$36,000.00
<b>TOTAL BUDGET</b>	<b>\$960,000.00</b>	<b>\$320,000.00</b>	<b>\$1,280,000.00</b>
<b>TOTAL AWARD AMOUNT</b>	<b>\$960,000.00</b>		
<i>* The local share may be applied to contractual or personnel expenses.</i>			

**EXHIBIT C, SAMPLE OPTION LETTER (FORM 1)**

<b>State Agency</b> Department of Public Safety		<b>Option Letter Number</b> Insert the FORM 1 Number (e.g. "1" for the first option)
<b>Grantee</b> Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...		<b>Option Agreement Number</b> Insert CMS Number
<b>Original Agreement</b> CMS Number: Insert CMS Number Encumbrance #: MG4145xxxxxx Subrecipient DUNS#: Insert DUNS Number Executive Order Identification #: EMW-2017-SS-00050-S01 Award Date: Insert Full Date Disaster Emergency Fund Identification if the Award is for R&D: No		<b>Option Agreement Maximum Amount</b> \$Insert Amount
		<b>Agreement Performance Beginning Date</b> Month Day, Year
		<b>Current Agreement Expiration Date</b> Month Day, Year

**1. OPTIONS:**

- A. Option to extend for an Extension Term
- B. Option to modify Budget table under the Agreement

**2. REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with §(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Month Day, Year and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above. The maximum amount payable by the State for performance of this Grant Agreement is increased/decreased to \$ and the maximum amount of local matching funds, if applicable, is \$ . The total project amount is \$ .

<i>Project Activity/Line Item</i>	<i>State Share</i>
Organization	\$ 0.00
Planning	\$ 0.00
Equipment	\$ 0.00
Training	\$ 0.00
<b>TOTAL AWARD AMOUNT</b>	<b>\$ 0.00</b>

**3. OPTION EFFECTIVE DATE:**

The effective date of this Option Letter is upon approval of the State Controller.

<p align="center"><b>STATE OF COLORADO</b> John W. Hickenlooper, Governor Department of Public Safety, Division of Homeland Security and Emergency Management</p> <p>By: Kevin R. Klein, Director</p> <p>Date: _____</p>	<p>In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Colorado Department of Public Safety, Ezra Michaels, Office of Grants Management Director</p> <p>Option Effective Date: _____</p>
--	--

## EXHIBIT D, FEDERAL PROVISIONS

### 1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant Award Letter to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the agreement or any attachments or exhibits incorporated into and made a part of the agreement, the provisions of these Federal Provisions shall control.

### 2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.

- 2.1.1. "Agreement" means the Grant Award Letter to which these Federal Provisions are attached and includes all Award types in §2.1.2.1 of this Exhibit.

- 2.1.2. "Award" means an award of Federal financial assistance, and the agreement setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.

- 2.1.2.1. Awards may be in the form of:

- 2.1.2.1.1. Grants;

- 2.1.2.1.2. Contracts;

- 2.1.2.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);

- 2.1.2.1.4. Loans;

- 2.1.2.1.5. Loan Guarantees;

- 2.1.2.1.6. Subsidies;

- 2.1.2.1.7. Insurance;

- 2.1.2.1.8. Food commodities;

- 2.1.2.1.9. Direct appropriations;

- 2.1.2.1.10. Assessed and voluntary contributions; and

- 2.1.2.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

- 2.1.2.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.

- 2.1.2.2. Award *does not* include:

- 2.1.2.2.1. Technical assistance, which provides services in lieu of money;

- 2.1.2.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;

- 2.1.2.2.3. Any award classified for security purposes; or



- 2.1.2.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 2.1.3. “Contractor” means the party or parties to an Agreement funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 2.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 2.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;
  - 2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
  - 2.1.5.2. A foreign public entity;
  - 2.1.5.3. A domestic or foreign non-profit organization;
  - 2.1.5.4. A domestic or foreign for-profit organization; and
  - 2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 2.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.9. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.
- 2.1.12. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.13. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee. The term does not include an individual who is a beneficiary of a federal program.

- 2.1.14. "Subrecipient Parent DUNS Number" means the subrecipient parent organization's 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient's System for Award Management (SAM) profile, if applicable.
- 2.1.15. "Federal Provisions" means these Federal Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 2.1.16. "System for Award Management (SAM)" means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.17. "Total Compensation" means the cash and noncash dollar value earned by an Executive during the Prime Recipient's or Subrecipient's preceding fiscal year and includes the following:
  - 2.1.17.1. Salary and bonus;
  - 2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
  - 2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
  - 2.1.17.4. Change in present value of defined benefit and actuarial pension plans;
  - 2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;
  - 2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.18. "Transparency Act" means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.19. "Uniform Guidance" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.20. "Vendor" means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

### 3. COMPLIANCE.

- 3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

#### **4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS.**

- 4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor's information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor's information.

#### **5. TOTAL COMPENSATION.**

- 5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
  - 5.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
  - 5.1.2. In the preceding fiscal year, Contractor received:
    - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
    - 5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
  - 5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

#### **6. REPORTING.**

- 6.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Agreement price. The reporting requirements in this Exhibit are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Agreement and shall become part of Contractor's obligations under this Agreement.

#### **7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING.**

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award

modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.

- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

**8. SUBRECIPIENT REPORTING REQUIREMENTS.**

- 8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.
- 8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:
- 8.1.1.1. Subrecipient DUNS Number;
  - 8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
  - 8.1.1.3. Subrecipient Parent DUNS Number;
  - 8.1.1.4. Subrecipient’s address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
  - 8.1.1.5. Subrecipient’s top 5 most highly compensated Executives if the criteria in §4 above are met; and
  - 8.1.1.6. Subrecipient’s Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
- 8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Agreement, the following data elements:
- 8.1.2.1. Subrecipient’s DUNS Number as registered in SAM.
  - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

**9. PROCUREMENT STANDARDS.**

- 9.1. **Procurement Procedures.** A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 9.2. **Procurement of Recovered Materials.** If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an

affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## 10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Recipient and auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

## 11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

## 12. CONTRACT PROVISIONS FOR SUBRECIPIENT CONTRACTS

- 12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.
- 12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375,

“Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.

- 12.1.1.1. During the performance of this contract, the contractor agrees as follows:
  - 12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
  - 12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
  - 12.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  - 12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  - 12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  - 12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
  - 12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing

such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

- 12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 12.1.3. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal Award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- 12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

### **13. CERTIFICATIONS.**

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

### **14. EXEMPTIONS.**

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 14.3. There are no Transparency Act reporting requirements for Vendors.

### **15. EVENT OF DEFAULT.**

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Agreement and the State of Colorado may terminate the Agreement upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Agreement, at law or in equity.



## **EXHIBIT E, FEMA ENVIRONMENTAL CLOSEOUT**

### **ENVIRONMENTAL CLOSEOUT PROCEDURES**

Because the environmental laws fall within FEMA's area of responsibility, verification that the requirements of the environmental documents were met must be provided at the time of grant closeout. The applicant or applicant's agent must certify the conditions stated in the Categorical Exclusion (CATEX) or Finding of No Significant Impact (FONIS) document were met, attach all copies of permits and other required documentation, and submit to FEMA with the closeout packet.

Examples of conditions of environmental documents (not all inclusive):

1. Stormwater permits (EPA's NPDES; Section 401 of the Clean Water Act)
2. Dike permit
3. Army Corps of Engineers Section 10 or 404 permits
4. Floodplain development permit
5. Local permits for debris removal; abandonment of private wells, asbestos, etc.
6. Documentation that agency recommendations such as Best Management Practices (mitigation) were followed
7. Documentation that applicant received coordinated approvals from agencies on final design or plan where requested

This process begins at the time of grant award by the State. The applicant will have already received a copy of the environmental documentation from FEMA staff outlining the conditions to be met. The State should further emphasize the applicant's responsibilities. The quarterly 404 Report must reflect the progress being made on environmental conditions.

**The applicant must sign FEMA's Environmental Closeout Declaration and attach a statement or explanation of what action was taken to address each condition or explain why an action was not required. Copies of all permits must be attached.**

Funding will be jeopardized if environmental conditions are not followed and required permits are not obtained.

#### **SUB-RECIPIENT INSTRUCTIONS:**

1. Please provide a concise narrative of how each condition(s) in the Record of Environmental Compliance (REC) was complied with.
2. Include any permits, letters, or memorandum, photos, documentation or additional requirements.
3. Provide any additional documentation need to satisfy all environmental requirements.
4. Complete and sign the Declaration.
5. Upload all documents in the Large Closeout Module in EMGrants

**ENVIRONMENTAL CLOSEOUT DECLARATION:**

This form must be signed after project completion and submitted as part of the grant closeout documentation. Also, please provide comments to each of the stipulations explaining how the requirements were met.

I attest that all conditions listed in the approved project's environmental document were followed and the appropriate permits and documentation are attached.

\_\_\_\_\_  
Project Title

\_\_\_\_\_  
Name of Applicant or Applicant's Agent (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Applicant or Applicant's Agent

\_\_\_\_\_  
Date

**EXHIBIT F**

03/27/2019

**FEDERAL EMERGENCY MANAGEMENT AGENCY**

REC-01

22:06:17

**RECORD OF ENVIRONMENTAL CONSIDERATION (REC)**

**Project PDMC-PJ-08-CO-2017-010 (0)**

**Title: Boulder County Heil- Lichen Fuels Reduction Project**

**NEPA DETERMINATION**

**Non Compliant Flag:** No

**EA Draft Date:** 03/15/2017

**EA Final Date:** 05/15/2017

**EA Public Notice Date:** 04/12/2017

**EA FONS:** 05/17/2017

**Level:** EA

**EIS Notice of Intent**

**EIS ROD Date:**

**Comment** The proposed project will complete 162 acres of fuels reduction within the Heil Valley Ranch open space property. Specifically, the project is located across two forestry units (PA1U1 and PA2U2). PA1U1 is 86.0 acres - 34.5 acres (aerial yarded) and 51.5 acres (ground-based harvesting). PA1U2 is 76.0 acres - 53.0 acres (aerial yarded) and 23.0 acres ground-based harvesting. The FEMA 2017 PEA for Wildfire Mitigation Projects in the State of Colorado and the corresponding FONSI, signed on May 17, 2017, sufficiently addresses the environmental consequences of the proposed action. As the proposed action would not result in substantial impacts to the environment beyond those described in the PEA, no additional NEPA-specific public noticing or required. Please find the prescribed mitigation measures and stipulations illustrated in the NEPA conditions. - djones58 - 03/27/2019 21:36:20 GMT

**EXTRAORDINARY**

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

**ENVIRONMENTAL LAW / EXECUTIVE ORDER**

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barner Resources Act (CBRA)	Not Applicable	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	Project would have no impact on wetlands or Waters of the US and no permit is required. - djones58 - 03/27/2019 21:10:10 GMT
Coastal Zone Management Act (CZMA)	Not Applicable	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	Project has no potential to impact the floodplain function or resources. No further floodplain review is required under the 8-step process. - djones58 - 03/27/2019 21:10:32 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	Construction activities will not result in permanent adverse impacts to wetlands. - djones58 - 03/27/2019 21:10:47 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	No Low income or minority population in, near or affected by the project - Review concluded	

**EXHIBIT F**

03/27/2019

**FEDERAL EMERGENCY MANAGEMENT AGENCY**

REC-01

22:06:17

**RECORD OF ENVIRONMENTAL CONSIDERATION (REC)**

**Project PDMC-PJ-08-CO-2017-010 (0)**

**Title: Boulder County Heil- L-chen Fuels Reduction Project**

<b>Environmental Law/ Executive Order</b>	<b>Status</b>	<b>Description</b>	<b>Comment</b>
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	The USFWS information for Planning and Conservation System (iPaC) was accessed to obtain a list of federally listed threatened and endangered species that have the potential to occur in Boulder County, Colorado. FEMA made a determination that the proposed project may affect, not likely to adversely affect the Preble's meadow jumping mouse and its critical habitat, Ute ladies' -tresses orchid, the Colorado butterfly plant, the Canada Lynx, Mexican Spotted owl, the Greenback Cutthroat trout, Bonytail chub, Colorado pikeminnow, and the Razorback sucker. FEMA has determined that the proposed project will "no effect" on the Western prairie fringed orchid, Pallid sturgeon, Piping plover, Least tern, and the Whooping crane. In addition, FEMA has made a determination of may affect, but not likely to jeopardize the continued existence of the North American Wolverine. On March 26, 2019, USFWS concurred with FEMA's determination that the project May affect, but is Not Likely to Adversely Affect (NLAA). See project conditions. - djones58 - 03/27/2019 21:09:45 GMT
	Completed	May affect, but not likely to adversely affect species or designated critical habitat (FEMA determination/USFWS/NMFS concurrence attached) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	Removal of vegetation in the project area has the potential to impact migratory birds and raptors. The proposed actions are subject to compliance with the Migratory Bird Treaty Act (MBTA) and the Bald or Golden Eagle Protection Act (BGEPA) See project conditions - djones58 - 03/27/2019 21:13:31 GMT
	Completed	Project has potential to take migratory birds	
	Completed	Contact made with USFWS - Review concluded	

## EXHIBIT F

03/27/2019

### FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

22:06:17

#### RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

**Project** PDMC-PJ-08-CO-2017-010 (0)

**Title:** Boulder County Hell Lichen Fuels Reduction Project

---

Environmental Law/ Executive Order	Status	Description	Comment
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Standard Section 106 review	In the letter dated 11/20/18 (SHPO Ref #73071), The CO SHPO concurred with FEMA's determination of No Historic Properties Affected as long as the conditions listed as part of this review are met. Other Interested Parties and Tribal Consultations were completed and no comments were received - djones58 - 03/27/2019 21 07 02 GMT
	Completed	Historic Buildings and Structures	
	Completed	No properties in the project area are 50 years or older or listed on the National Register - Review concluded	
	Completed	Archeological Resources	
	Completed	Project affects undisturbed ground	
	Completed	Project area has potential for presence of archeological resources	
	Completed	Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence attached) - Review concluded	
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

### CONDITIONS

#### Special Conditions required on Implementation of Projects:

- 1 The project sponsor must obtain and comply with all applicable permit and approvals required by federal, state, tribal and local regulatory agencies.
- 2 An SOI-qualified Archaeologist will conduct a pre-construction briefing and training session with contracted vegetation removal staff and Boulder County on identification of archaeological sites and appropriate response if historic sites are inadvertently encountered. All activities relating to cultural resources will be monitored by staff throughout the project period. Please contact Charles Bello, FEMA Archaeologist, at Charles.Bello@fema.dhs.gov regarding this requirement.
- 3 Nine cultural resources were identified within the project boundaries. These nine sites shall be flagged and otherwise

## EXHIBIT F

03/27/2019

### FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

22:06:17

### RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project PDMC-PJ-08-CO-2017-010 (0)

Title: Boulder County Heil- Lichen Fuels Reduction Project

---

identified to the HFR crews working in the field prior to initiating project work and care shall be taken to avoid impacts. Aerial yarding locations will be reviewed by FEMA and BCPOS staff for potential cultural resource sensitivity/ impacts. All HFR activity shall be monitored by County staff. Support equipment including log loaders, log trucks, and chip vans will be limited to previously disturbed landing/processing areas

4 If unidentified archeological, historic, or cultural resources are discovered during project implementation activities, work shall be halted near such areas until FEMA is notified and the resources have been evaluated.

5 The sub-applicant must implement the following USFWS Conservation Measures to minimize impacts to listed threatened and endangered species:

- Project activities will adhere to Forestry Best Management Practices to Protect Water Quality in Colorado, 2010 (BMPs). All identified perennial streams and wetlands will have a minimum of a 50' vegetative buffer/filter in place on each side of a stream measured from the ordinary (yearly average) high-water mark of a definable bank. The publication is available online at: <http://static.colostate.edu/clientfiles/csfs/pdfs/ForestryBMP-CO-2010.pdf>

- Design the project to avoid and minimize permanent and temporary impacts to riparian and adjacent upland habitats (up to 300 feet from waterbodies) to the extent feasible.

- To the maximum extent practicable, limit disturbance or removal of vegetation, such as willows, trees, shrubs, and grasses within riparian. If riparian areas cannot be avoided, work will be limited to the use of hand-tools only

- Use BMPs to limit construction-related disturbance, such as soil compaction, erosion, and sedimentation, and to prevent the spread of invasive weeds

- Minimize the number and footprint of access routes, staging areas, and work areas and locate these activities within previously disturbed or modified non-habitat areas.

- Locate, store, stage, operate, and refuel equipment outside of riparian or adjacent upland habitats

- During the Preble's meadow jumping mouse (PMJM) active season (May 1 through November 1), work only during daylight hours to avoid disrupting Preble's nocturnal activities

- Activities will take place between the hours of 7:00am and 6:30pm. No nighttime activities would occur, as this is prime foraging hours for the Mexican spotted owl.

- Promptly remove waste in riparian areas to minimize site disturbance and avoid attracting predators

- Upon project completion, revegetate all disturbed riparian areas with native shrubs, trees, and grasses. Use only weed free material and native seed mixtures recommended by USFWS.

- Contact USFWS immediately at 303-236-4773 if a PMJM is found alive, dead, injured or hibernating within the project area

Source of condition: NEPA Determination

Monitoring Required No

6. For projects in which soil erosion potential is determined to be significant, a project erosion control plan, including the use of Best Management Practices, will be implemented to isolate the construction site and minimize impacts of soil loss and sedimentation on soil and water resources.

7. Removal of vegetation in the project area has the potential to impact migratory birds and raptors. The proposed actions are subject to compliance with the Migratory Bird Treaty Act (MBTA) and the Bald or Golden Eagle Protection Act (BGEPA). In accordance with US Fish and Wildlife (USFWS) guidelines, the applicant is responsible for obtaining and complying with any necessary permits from USFWS. To avoid impacts to migratory birds and raptors, the project area should be surveyed for nesting activity prior to the removal of vegetation. If active nests are observed in the project area, appropriate USFWS buffer zones and/or seasonal restrictions may be required. See <https://www.fws.gov/birds/policies-and-regulations.php>. Alternatively, work can be completed outside of the nesting season. For nesting season dates please contact USFWS Colorado Ecological Services Field Office.

8. To avoid unnecessary ground disturbance, all project activities would be conducted during time periods when the ground is frozen or dry.

9. All disturbed areas including skid trails, landings, staging areas, etc. would be restored using native, weed-free seed, mulch.

**EXHIBIT F**

03/27/2019

**FEDERAL EMERGENCY MANAGEMENT AGENCY**

REC-01

22:06:17

**RECORD OF ENVIRONMENTAL CONSIDERATION (REC)**

**Project** PDMC-PJ-08-CO-2017-010 (0)

**Title:** Boulder County Heil- Lichen Fuels Reduction Project

---

etc

10 Standard BMP for equipment maintenance, noise and dust abatement, worker protection, fire safety etc. must be implemented during project activities.

11 All waste material associated with the project must be disposed of properly and not placed in identified floodway or wetland areas. No open burning will occur.

Source of condition: NEPA Determination

Monitoring Required: No

**Standard Conditions:**

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

## ATTACHMENT C

### FEMA ADDENDUM

#### OFFICE OF MANAGEMENT AND BUDGET

#### POST FEDERAL AWARD REQUIREMENTS FOR PROCUREMENT CONTRACTS

This is an addendum to the [Contract Title], RFP [number], Contract (the “Contract”) between [contractor] (“Contractor”), and Boulder County, (the “County”).

The parties acknowledge that the above-referenced contract is subject to the provisions of 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as well as additional requirements promulgated by the Federal Emergency Management Agency (FEMA). This Addendum is hereby expressly incorporated into the contract between Boulder County and the Contractor. Regardless of any conflict of provisions language contained in the Contract, to the extent that the terms of the Contract and this Addendum conflict, the terms of this Addendum shall control.

**The applicability of the following contract provisions are described in brackets, below. As applicable, the following provisions are hereby added and incorporated into the above-referenced Contract:**

**2 C.F.R. § 700.12(b): Contract provisions**

*[For negotiated contracts (except those for less than the simplified acquisition threshold) awarded by Boulder County]*

Boulder County, USAID, the Comptroller General of the United States, or any of their duly authorized representatives, must have access to any books, documents, papers and records of the contractor which are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts and transcriptions.

**Appendix II: Contract Provisions for non-Federal Entity Contracts Under Federal Awards**

**(A)** *[For contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908]*

**Breach.** Any breach of the Contract by Contractor shall be governed by the Termination and Related Remedies provision of the Contract. Additionally, in the event that the County incurs damages as a result of Contractor’s breach, the County may pursue recovery of such damages from Contractor. The County further retains the right to seek specific performance of the Contract at any time as authorized by law. The County further retains the right to otherwise pursue any remedies available to the County as a result of the Contractor’s breach, including but not limited to administrative, contractual, or legal remedies, as well as any applicable sanctions



and penalties. Termination for cause and convenience are governed by the Termination and Related Remedies provision of the Contract.

**(B)** *[All contracts in excess of \$10,000]*

**Termination.** Termination for cause and convenience are governed by the Termination and Related Remedies provision of the Contract.

**(C)** *[Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3]*

**Equal Employment Opportunity.** Contractor agrees to comply with the Equal Opportunity Clause provided under 41 CFR 60-1.4(a) (Government Contracts) and 41 CFR 60-1.4(b) (Federal Assisted Construction Contracts), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.” Contractor further agrees to include this provision, including the Equal Opportunity Clause or a reference thereto, in any subcontracts it enters into pursuant to the Contract.

**(D)** *[When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities]*

**Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).** Contractor must fully comply with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance therewith, Contractor must pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

**Copeland “Anti-Kickback” Act (40 U.S.C. 3145).** Contractor must fully comply with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). Pursuant to the Act, Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The County shall report all suspected or reported violations of the Copeland “Anti-Kickback” Act to the Federal awarding agency.

(E) [*Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers*]

**Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Contractor must fully comply with the Contract Work Hours and Safety Standard Act (40 U.S.C. 3701-3708), including 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, Contract is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) [*If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a)*]

**Rights to Inventions Made Under a Contract or Contract.** For contracts entered into by the Contractor or the County with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the parties must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.

(G) [*Contracts and subgrants of amounts in excess of \$150,000*]

**Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** All parties agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). All parties shall report violations to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

**(H)** [*For contract awards (see 2 CFR 180.220)*]

**Debarment and Suspension (Executive Orders 12549 and 12689)**. Contractor attests that it is not listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**(I)** [*For contracts exceeding \$100,000*]

**Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)**. Contractor attests that it has filed the required certification under the Byrd Anti-Lobbying Amendment. Contractor attests that it has certified that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Contractor further attests that it has disclosed, and will continue to disclose, any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

**(J)** [*All contracts*]

**Procurement of recovered materials (2 CFR §200.322)**. All parties agree to comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

## ADDITIONAL FEMA REQUIREMENTS

*[All contracts]*

- i. **Changes:** To be effective, any change to the Contract, including the alteration of any method, price, or schedule of work must be authorized pursuant to a written amendment executed by the parties.
- ii. **Access to Records:** Contractor and its successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, information, facilities, and staff.
- iii. **DHS Deal, Logo, and Flags:** Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
- iv. **Compliance with Federal Law, Regulations, and Executive Orders:** FEMA financial assistance will be used to fund the Contract. Contractor shall comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, and directives.
- v. **No Obligation by Federal Government:** The United States Federal Government is not a party to the Contract and is not subject to any obligations or liabilities to County, Contractor, or any other party pertaining to any matter resulting from the contract.
- vi. **Program Fraud and False or Fraudulent Statements or Related Acts:** Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to the Contract.

## ELECTRONIC CODE OF FEDERAL REGULATIONS

e-CFR data is current as of May 29, 2019

Title 2 → Subtitle A → Chapter II → Part 200 → Subpart D → Subject Group

## Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart D—Post Federal Award Requirements

**PROCUREMENT STANDARDS****§200.317 Procurements by states.**

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered *materials* and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including subrecipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

**§200.318 General procurement standards.**

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of

each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

### **§200.319 Competition.**

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

(1) Placing unreasonable requirements on firms in order for them to qualify to do business;

(2) Requiring unnecessary experience and excessive bonding;

(3) Noncompetitive pricing practices between firms or between affiliated companies;

(4) Noncompetitive contracts to consultants that are on retainer contracts;

(5) Organizational conflicts of interest;

(6) Specifying only a "brand name" product instead of allowing "an equal" product to be offered and describing the performance or other relevant requirements of the procurement; and

(7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a "brand name or equivalent" description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

### **§200.320 Methods of procurement to be followed.**

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

(i) A complete, adequate, and realistic specification or purchase description is available;

(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and

(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

(i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;

(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;

(iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

- (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
- (2) Proposals must be solicited from an adequate number of qualified sources;
- (3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
- (4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
- (5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

- (1) The item is available only from a single source;
- (2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
- (3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or
- (4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

#### **§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

#### **§200.322 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes



energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

### **§200.323 Contract cost and price.**

(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.

(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

### **§200.324 Federal awarding agency or pass-through entity review.**

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;

(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;

(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;

(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or

(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

### **§200.325 Bonding requirements.**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor’s obligations under such contract.

(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

#### **§200.326 Contract provisions.**

The non-Federal entity’s contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

Need assistance?

## ELECTRONIC CODE OF FEDERAL REGULATIONS

e-CFR data is current as of May 29, 2019

Title 2 → Subtitle A → Chapter II → Part 200 → Subpart F → Appendix

---

## Title 2: Grants and Agreements

PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

Subpart F—Audit Requirements

## APPENDIX II TO PART 200—CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm

or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014]

Need assistance?

# ATTACHMENT E

03/27/2019

## FEDERAL EMERGENCY MANAGEMENT AGENCY

REC-01

22:06:17

### RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

**Project** PDMC-PJ-08-CO-2017-010 (0)

**Title:** Boulder County Heil- Lichen Fuels Reduction Project

---

#### NEPA DETERMINATION

**Non Compliant Flag:** No

**EA Draft Date:** 03/15/2017

**EA Final Date:** 05/15/2017

**EA Public Notice Date:** 04/12/2017

**EA Fonsi** 05/17/2017

**Level:** EA

**EIS Notice of Intent**

**EIS ROD Date:**

**Comment** The proposed project will complete 162 acres of fuels reduction within the Heil Valley Ranch open space property. Specifically, the project is located across two forestry units (PA1U1 and PA2U2). PA1U1 is 86.0 acres - 34.5 acres (aerial yarded) and 51.5 acres (ground-based harvesting). PA1U2 is 76.0 acres - 53.0 acres (aerial yarded) and 23.0 acres ground-based harvesting. The FEMA 2017 PEA for Wildfire Mitigation Projects in the State of Colorado and the corresponding FONSI, signed on May 17, 2017, sufficiently addresses the environmental consequences of the proposed action. As the proposed action would not result in substantial impacts to the environment beyond those described in the PEA, no additional NEPA-specific public noticing or required. Please find the prescribed mitigation measures and stipulations illustrated in the NEPA conditions. - djones58 - 03/27/2019 21:36:20 GMT

#### EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

#### ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Not Applicable	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	Project would have no impact on wetlands or Waters of the US and no permit is required. - djones58 - 03/27/2019 21:10:10 GMT
Coastal Zone Management Act (CZMA)	Not Applicable	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	Project has no potential to impact the floodplain function or resources. No further floodplain review is required under the 8-step process. - djones58 - 03/27/2019 21:10:32 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	Construction activities will not result in permanent adverse impacts to wetlands. - djones58 - 03/27/2019 21:10:47 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	No Low income or minority population in, near or affected by the project - Review concluded	

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project PDMC-PJ-08-CO-2017-010 (0)

Title: Boulder County Heil- Lichen Fuels Reduction Project

Environmental Law/ Executive Order	Status	Description	Comment
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	The USFWS Information for Planning and Conservation System (IPaC) was accessed to obtain a list of federally listed threatened and endangered species that have the potential to occur in Boulder County, Colorado. FEMA made a determination that the proposed project may affect, not likely to adversely affect the Preble's meadow jumping mouse and its critical habitat, Ute ladies' -tresses orchid, the Colorado butterfly plant, the Canada Lynx, Mexican Spotted owl, the Greenback Cutthroat trout, Bonytail chub, Colorado pikeminnow, and the Razorback sucker. FEMA has determined that the proposed project will "no effect" on the Western prairie fringed orchid, Pallid sturgeon, Piping plover, Least tern, and the Whooping crane. In addition, FEMA has made a determination of may affect, but not likely to jeopardize the continued existence of the North American Wolverine. On March 26, 2019, USFWS concurred with FEMA's determination that the project May affect, but is Not Likely to Adversely Affect (NLAA). See project conditions. - djones58 - 03/27/2019 21:09:45 GMT
	Completed	May affect, but not likely to adversely affect species or designated critical habitat (FEMA determination/USFWS/NMFS concurrence attached) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	Removal of vegetation in the project area has the potential to impact migratory birds and raptors. The proposed actions are subject to compliance with the Migratory Bird Treaty Act (MBTA) and the Bald or Golden Eagle Protection Act (BGEPA). See project conditions. - djones58 - 03/27/2019 21:13:31 GMT
	Completed	Project has potential to take migratory birds	
	Completed	Contact made with USFWS - Review concluded	

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project PDMC-PJ-08-CO-2017-010 (0)

Title: Boulder County Heil- Lichen Fuels Reduction Project

Environmental Law/ Executive Order	Status	Description	Comment
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Standard Section 106 review	In the letter dated 11/20/18 (SHPO Ref #73071), The CO SHPO concurred with FEMAs determination of No Historic Properties Affected as long as the conditions listed as part of this review are met. Other Interested Parties and Tribal Consultations were completed and no comments were received. - djones58 - 03/27/2019 21:07:02 GMT
	Completed	Historic Buildings and Structures	
	Completed	No properties in the project area are 50 years or older or listed on the National Register - Review concluded	
	Completed	Archeological Resources	
	Completed	Project affects undisturbed ground	
	Completed	Project area has potential for presence of archeological resources	
	Completed	Determination of no historic properties affected (FEMA finding/SHPO/THPO concurrence attached) - Review concluded	
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

## CONDITIONS

**Special Conditions required on implementation of Projects:**

1. The project sponsor must obtain and comply with all applicable permit and approvals required by federal, state, tribal and local regulatory agencies.
2. An SOI-qualified Archaeologist will conduct a pre-construction briefing and training session with contracted vegetation removal staff and Boulder County on identification of archaeological sites and appropriate response if historic sites are inadvertently encountered. All activities relating to cultural resources will be monitored by staff throughout the project period. Please contact Charles Bello, FEMA Archaeologist, at [Charles.Bello@fema.dhs.gov](mailto:Charles.Bello@fema.dhs.gov) regarding this requirement.
3. Nine cultural resources were identified within the project boundaries. These nine sites shall be flagged and otherwise

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

**Project** PDMC-PJ-08-CO-2017-010 (0)

**Title:** Boulder County Heil- Lichen Fuels Reduction Project

---

identified to the HFR crews working in the field prior to initiating project work and care shall be taken to avoid impacts. Aerial yarding locations will be reviewed by FEMA and BCPOS staff for potential cultural resource sensitivity/ impacts. All HFR activity shall be monitored by County staff. Support equipment including log loaders, log trucks, and chip vans will be limited to previously disturbed landing/processing areas.

4. If unidentified archeological, historic, or cultural resources are discovered during project implementation activities, work shall be halted near such areas until FEMA is notified and the resources have been evaluated.

5. The sub-applicant must implement the following USFWS Conservation Measures to minimize impacts to listed threatened and endangered species:

- Project activities will adhere to Forestry Best Management Practices to Protect Water Quality in Colorado, 2010 (BMPs). All identified perennial streams and wetlands will have a minimum of a 50' vegetative buffer/filter in place on each side of a stream measured from the ordinary (yearly average) high-water mark of a definable bank.. The publication is available online at: <http://static.colostate.edu/clientfiles/csfs/pdfs/ForestryBMP-CO-2010.pdf>.
- Design the project to avoid and minimize permanent and temporary impacts to riparian and adjacent upland habitats (up to 300 feet from waterbodies) to the extent feasible.
- To the maximum extent practicable, limit disturbance or removal of vegetation, such as willows, trees, shrubs, and grasses within riparian. If riparian areas cannot be avoided, work will be limited to the use of hand -tools only.
- Use BMPs to limit construction-related disturbance, such as soil compaction, erosion, and sedimentation, and to prevent the spread of invasive weeds.
- Minimize the number and footprint of access routes, staging areas, and work areas and locate these activities within previously disturbed or modified non-habitat areas.
- Locate, store, stage, operate, and refuel equipment outside of riparian or adjacent upland habitats.
- During the Preble's meadow jumping mouse (PMJM) active season (May 1 through November 1), work only during daylight hours to avoid disrupting Preble's nocturnal activities.
- Activities will take place between the hours of 7:00am and 6:30pm. No nighttime activities would occur, as this is prime foraging hours for the Mexican spotted owl.
- Promptly remove waste in riparian areas to minimize site disturbance and avoid attracting predators.
- Upon project completion, revegetate all disturbed riparian areas with native shrubs, trees, and grasses. Use only weed free material and native seed mixtures recommended by USFWS.
- Contact USFWS immediately at 303-236-4773 if a PMJM is found alive, dead, injured or hibernating within the project area.

Source of condition: NEPA Determination

Monitoring Required: No

6. For projects in which soil erosion potential is determined to be significant, a project erosion control plan, including the use of Best Management Practices, will be implemented to isolate the construction site and minimize impacts of soil loss and sedimentation on soil and water resources.

7. Removal of vegetation in the project area has the potential to impact migratory birds and raptors. The proposed actions are subject to compliance with the Migratory Bird Treaty Act (MBTA) and the Bald or Golden Eagle Protection Act (BGEPA). In accordance with US Fish and Wildlife (USFWS) guidelines, the applicant is responsible for obtaining and complying with any necessary permits from USFWS. To avoid impacts to migratory birds and raptors, the project area should be surveyed for nesting activity prior to the removal of vegetation. If active nests are observed in the project area, appropriate USFWS buffer zones and/or seasonal restrictions may be required. See <https://www.fws.gov/birds/policies-and-regulations.php>. Alternatively, work can be completed outside of the nesting season. For nesting season dates please contact USFWS Colorado Ecological Services Field Office.

8. To avoid unnecessary ground disturbance, all project activities would be conducted during time periods when the ground is frozen or dry.

9. All disturbed areas including skid trails, landings, staging areas, etc. would be restored using native, weed-free seed, mulch,



RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

**Project** PDMC-PJ-08-CO-2017-010 (0)

**Title:** Boulder County Heil- Lichen Fuels Reduction Project

---

etc.

10. Standard BMP for equipment maintenance, noise and dust abatement, worker protection, fire safety, etc. must be implemented during project activities.

11. All waste material associated with the project must be disposed of properly and not placed in identified floodway or wetland areas. No open burning will occur.

Source of condition: NEPA Determination

Monitoring Required: No

**Standard Conditions:**

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.



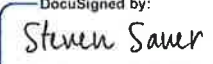
# Forest Treatment Plan


Project Name	Heil Valley Ranch Open Space Project Area 1, Units 1 & 2	Date Submitted	07/28/16
Forest Restoration Treatment		Project Priority	High

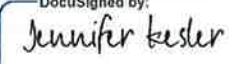
## PLAN APPROVED BY:

Name: Stefan Reinold  
 Title: Senior Resource Specialist, Forestry & Fire  
 Agency: Boulder County Parks & Open Space  
 Signature:   
 Date: August 3, 2016  
15FD2582268D485...

Name: Carol Beam  
 Acting As: Resource Advisor, Cultural Resources  
 Agency: Boulder County Parks & Open Space  
 Signature:   
 Date: July 28, 2016  
C62E8A78E2BF4F8...

Name: Steve Sauer  
 Acting as: Resource Advisor, Weeds  
 Agency: Boulder County Parks & Open Space  
 Signature:   
 Date: July 29, 2016  
23E3D470EFEF44A...

Name: Susan Spaulding  
 Acting as: Resource Advisor, Wildlife  
 Agency: Boulder County Parks & Open Space  
 Signature:   
 Date: August 10, 2016  
7A2C566ABDBA4FD...

Name: Jen Kelsler  
 Acting as: Resource Advisor, Plant Ecology  
 Agency: Boulder County Parks & Open Space  
 Signature:   
 Date: August 9, 2016  
5D7191943FB64E0...

Name: Kevin Grady  
 Acting as: Resource Advisor, Resource Protection  
 Agency: Boulder County Parks & Open Space  
 Signature:   
 Date: July 28, 2016  
88E6FB3A4C9940E...

Name: Andy Tyler  
 Acting as: Resource Advisor, Recreation & Facilities  
 Agency: Boulder County Parks & Open Space  
 Signature:   
 Date: July 28, 2016  
D138F6CDA96D456...

Name: Therese Glowacki  
 Acting as: Resource Management Division Manager  
 Agency: Boulder County Parks and Open Space  
 Signature:   
 Date: August 11, 2016  
4505C09173C0419...

## Additional Notes:



## Heil Valley Ranch Open Space Project Area 1, Units 1 and 2 Forest Restoration Treatment

### Project Area Background

The 5,020 acre Heil Valley Ranch is part of the North Foothills Open Space which also includes Hall Ranch and additional conservation easements adjacent to the two properties. Beginning in 1993, Boulder County began acquiring portions of what is now Heil Valley Ranch, with the acquisitions complete in 2012 with the purchase of Heil 2.

### Management Plan History

BCPOS conducted resource evaluations and completed the North Foothills Open Space Management Plan (NFOSMP) in 1996. The plan listed seven objectives for forest and grassland management (section 6.2 Vol. II of the NFOSMP). Four of the seven objectives will be focused on with this project:

1. Reduce the density of some forest stands to bring these stands back to a more natural density and to decrease the probability of major wildfire, and large-scale insect and disease infestations
2. Restore natural meadow systems by reducing invasion of conifers,
3. Retain and perpetuate old-growth forests and woodlands
4. Maintain a mosaic of stand density, size and age for vegetation types, particularly coniferous forests and woodlands, and foothill shrub lands.

As listed in Section 6.2 of Vol. II, the following primary tools are available for active management: thinning and pruning of forests and woodlands, use of controlled burns, and weed management.

### Unit Location

Project area 1 is west of the main parking lot. Unit 1 is 86 acres in size and Unit 2 is 74 acres in size.

### Past Management

A portion of the southeast section of the project area, 27 acres, was masticated in 2008/2009. In 2008, Boulder County Fire Management crew and Youth Corps thinned 10 acres on the east-side of the project area. East of the project area, Lefthand Fire Protection District thinned on BCPOS property and private land adjacent to Lake of the Pines subdivision.

### Treatment Rationale

The Colorado State Forest Service highlighted this area as an area that needs forest management in a report to BCPOS in 1998. Lefthand Fire Protection District completed a Community Wildfire Protection Plan, which identifies this site as a high priority for wildfire mitigation to protect subdivisions to the east, Lake of the Pine and Foothills Ranch, from catastrophic wildfire. Within a two mile radius, there have been at least six fires >1 acre since 2003. The largest was the Overland Fire (2003), which consumed 3,500 acres and 12 homes.

### Historical Stand Condition

As evidenced by the photographs in the appendix, ecosystems in the lower elevations of Boulder County have changed significantly during the last 100 years (Photo 1 & 2). Many factors have led to changes in forest stand structure and dynamics including fire suppression, logging, grazing, and climate change. Also refer to Boulder County Parks and Open Space Forest Management Policy, Appendix A, Lower Montane Life Zone pages 22-32. This document can be found at <G:\Forestry-Fire\Management-Work Plans\Forest Management Policy>.



**Current Stand Condition**

A detailed inventory of both overstory and understory vegetation was completed in September 2006. Current and desired forest conditions are assessed in the context of the Boulder County Comprehensive Plan, Environment Resource Element Updated (2013). The following forest metrics were collected via variable radius plots using a BA of 10 and fixed radius plots of 1/10<sup>th</sup> acre.

Species composition is primarily ponderosa pine (*Pinus ponderosa*) with Rocky Mountain juniper (*Juniperus scopulorum*) scattered throughout the stand.

Ponderosa pine trees displaying old growth (>200 years) characteristics were identified and mapped using GIS. These legacy trees have one or more characteristics including:

- Flattened or oval crown, a “bonsai” look
- Small to moderate crown ratio
- Large branches that reach out away from the trunk with interior branches dead or dying
- Columnar trunk
- Smooth, plate-like bark with no or few shallow fissures
- Pale orange or gray bark color
- Exposed roots
- “cat face” or multiple fire scars

*\*The mean dwarf mistletoe (DM) rating for Arceuthobium vaginatum subs.*

**Desired Stand Condition**

**Overall Objectives for Project Area**

The following are recommendations for PA 1, Unit 1 and Unit 2, addressing the forest restoration and ecosystem objectives of BCPOS. In addition, these recommendations meet the wildfire mitigation needs of Lefthand Fire Protection District, Colorado State Forest Service, and BCPOS.

The units have been delineated into three levels of desired forest structure and density (see below). Overall objectives for the units are:

- Emulate pre-settlement forest structure by creating a clumpy, uneven-aged forest structure interspersed with openings that more closely resembles conditions that existed prior to interruption of the historic fire regime.
  - Create 10-20 acres of openings 0.7-2.8 acres each across in Density Levels 1 and 2.
- Maintain existing large openings where conifer encroachment is occurring.
  - Create or improve at least 25 acres of additional openings around existing meadows.
- Maintain small higher density patches for Aberts squirrel (*Sciurus aberti*) habitat.
  - Leave 10 acres of habitat with unchanged overstory density and connectivity.
- Create a forest structure that allows the reintroduction of low intensity surface fire to the project area.
  - Outside of the openings, lower the Basal Area to 20-80 ft<sup>2</sup>/acre in the treated areas.

UNIT 1: Stand Summary		Mean
Elevation		5,900-6,280'
Aspect		West
Basal Area (ft <sup>2</sup> /acre)		100
DBH (inches)		7.9" (max 22")
Height (feet)		22.1' (max 49')
Canopy Cover (percent closed)		41
Kind (unitless, 1=living, 2=dying, 3=dead)		1.1
Vigor (unitless, 1=dominant to 4=suppressed)		2.3
Dwarf Mistletoe Rating (unitless, 1=minor infestation to 6=fully infested)		0
Age (years before present)		74
Ground Cover (percent ocular estimation from 1/100 acre subplot)		
Grass		31
Forbs		22
Rock		15
Duff		21
Litter		8
Bare		3
UNIT 2: Stand Summary		Mean
Elevation		5,980-6,548'
Aspect		West
Basal Area (ft <sup>2</sup> /acre)		240
DBH (inches)		8.8" (20.5" max)
Height (feet)		31.3' (65' max)
Canopy Cover (percent closed)		67
Kind (unitless, 1=living, 2=dying, 3=dead)		1.1
Vigor (unitless, 1=dominant to 4=suppressed)		2.7
Dwarf Mistletoe Rating (unitless, 1=minor infestation to 6=fully infested)		0
Age (years before present)		45
Ground Cover (percent ocular estimation from 1/100 acre subplot)		
Grass		20
Forbs		6
Rock		21
Duff		34
Litter		18
Bare		1



## Treatment

### Forestry Prescription

The forestry treatments described below will be performed in sections throughout the project area to meet objectives, see treatment map.

#### Density Level 1, 40 acres

Density Level 1 has historically been a denser, closed canopy structure with interspersed openings 0.5-2.5 acres in size. Restoration of this structure will be accomplished through thinning overly dense stands and creating patch cuts between stands of legacy trees.

Thin ponderosa pine less than 18" dbh to a BA of 40-60 ft<sup>2</sup>/acre. Retain Rocky Mountain juniper where it is not a ladder fuel for ponderosa pine. Maintain canopy cover at 30% or greater while keeping the crowns interlocked in patches. Create three (ponderosa pine) snags per acre that are at least 10" dbh or greater. In addition, create a minimum of 80 linear feet/acre of down logs.

##### Removals:

*907 trees per acre*

*3476 cubic feet per acre*

Patch cuts are situated between stands of legacy trees. 90-100% of all trees with a dbh of 18 inches or less will be removed. Seven patch cuts 0.7-2.5 acres (17 acres total) are identified in Density levels 1 and 2.

##### Removals:

*1514 trees per acre*

*4192 cubic feet per acre*

#### Density Level 2, 50 acres

Density Level 2 has historically been mostly open grassland.

Thin ponderosa pine less than 18" dbh to a BA of 20-40 ft<sup>2</sup>/acre. Retain Rocky Mountain juniper where it is not a ladder fuel for ponderosa pine. The target goal for canopy cover is 30% or less. Clumps that will be created or retained will have a density ranging from 2-20 trees/clump, with openings of .2-1 acre in size interspersed throughout. Create snags to the same level as Density Level 1. Create a minimum of 50 linear feet/acre of down logs.

##### Removals:

*670 trees per acre*

*1487 cubic feet per acre*

#### Density Level 3, 44 acres

Density Level 3 represents persistent meadows and openings and will be maintained as such. These will be large openings that average 10 acres in size.

90-100% of all ponderosa pines with a dbh of 18 inches or less will be removed. In Density Level 3, create one snag 18" dbh or over per acre in this density level.

##### Removals:

*180 trees per acre*

*837 cubic feet per acre*

## Operational Guidelines

The operation guidelines section describes how treatment prescriptions should be applied to the forest stands to meet management plan and Forestry-Fire recommendations. This section outlines generally followed criteria and best practices.

### Harvesting Method

- Cut all stumps flush and within 6 inches of the tree base.
- Girdle or leave-trees will be marked with flagging for wildlife snags.
- Leave all old downed logs and snags.
- If lop and scatter is utilized, all slash and activity fuels will be lopped and scattered to a depth of no more than 12 inches above ground level.
- If slash is piled, follow BCPOS slash pile guidelines provided.

### Marking Considerations

#### Density Level 1

- Reduce the basal area/acre of ponderosa pine <18" dbh to a range from 40-60 ft<sup>2</sup>/acre while retaining Rocky Mountain juniper where it is not a ladder fuel for ponderosa pine.
- Keep crowns interlocked or close in highest density patches.
- Maintain a canopy cover >30%.

- Maintain or create three snags/acre >10" dbh.
- Maintain or create 80 linear ft/acre of large downed logs > 10" dbh.
- Retain all legacy ponderosa pines.
- Create open patches between stands of legacy ponderosa pine.

#### Density Level 2

- Reduce the basal area/acre of ponderosa pine <18" dbh to a range from 20-40 ft<sup>2</sup>/acre while retaining Rocky Mountain juniper where it is not a ladder fuel for ponderosa pine.
- Maintain canopy cover <30%.
- Create clumps of trees that range in numbers from 2-20 trees/clump with openings that range from .2-1 acre in size interspersed with clumps.
- Maintain or create three snags/acre >10" dbh.
- Maintain or create 50 linear ft of large downed logs >10" dbh.
- Retain all legacy ponderosa pines.

**Legacy ponderosa pines**  
are pines that meet at least 5  
of the 7 criteria for old  
growth, but have not been  
age verified through  
dendrochronology.

#### Density Level 3

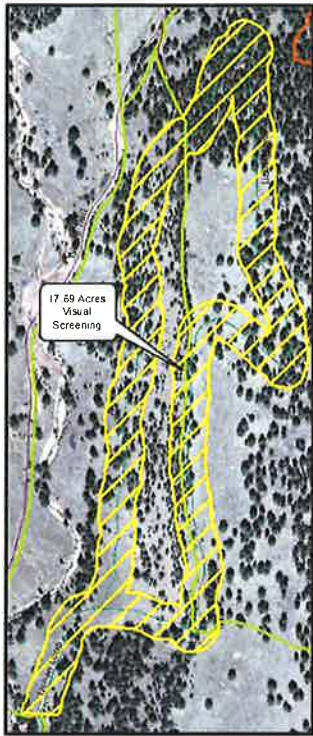
- Maintain as large openings.
- Retain all trees >18" dbh.
- Retain all legacy ponderosa pines.
- Maintain or create one snag/acre >10" dbh.

#### Additional Considerations

- A corridor at least 6' wide on either side of trails will be maintained.
- To facilitate wildlife movement and security, canopy connection will be maintained along the southern and northern boundaries of Unit 2, and near the southern boundary of Unit 1.
- Along the Lichen Loop, a 66' visual buffer will be maintained.
- If plastic limit (moisture content) of the soil is exceeded, then ground-based, mechanical operations will not occur.
- If plastic limit of the road is exceeded, then vehicle access will be prohibited until conditions improve to allow vehicle access without excessive road damage.
- All gates need to be closed and locked (if applicable) after passage.
- Follow Best Management Practices to Protect Water Quality in Colorado, 2010 ([BMP's](#)) for fuel management, streams and riparian areas.
- Mediterranean sage (*Salvia aethiopsis*) is present in the current large openings and special precautions should be made to stay on the road so as not to disturb and spread the seed. Pre and post-treatment weed treatments are advised.
- The Migratory Bird Treaty Act limits management activities during nesting season. It is advised that no operations occur April to July to minimize impacts. Qualified staff must clear area prior to operations during this time.
- The slope east of the parking lot, approx. 10 acres, will be maintained with unchanged canopy cover and closure as Abert's squirrel habitat. Understory may be thinned to facilitate vigor of overstory trees.
- Cultural resources within the units will be identified and avoided. These include historic fences and rock walls.

## Additional Considerations Detail

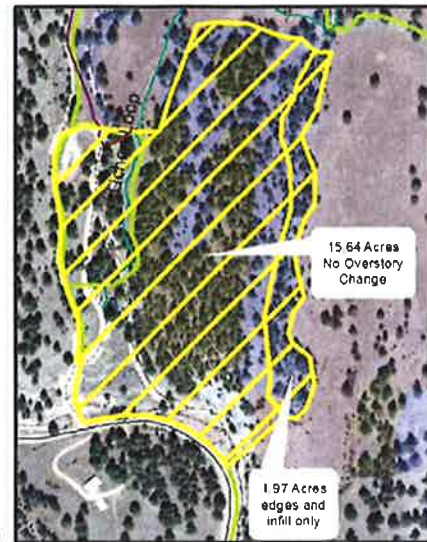
### 1: Trail-side Screening



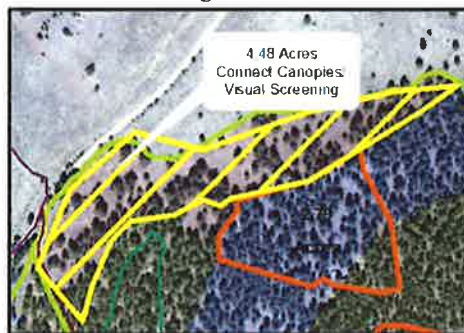
### 2: Canopy Connectivity



### 3: Unchanged Overstory



### 4: Visual Screening



## Project Impacts

- Management activities by equipment/forwarding operations and operations near trails.
- The road system may be impacted by vehicle traffic and roadside decking. Temporary access roads may be established to the treatment units. Temporary crossings may be established across wetlands/ wet meadows.
- Equipment used may have noise impacts for limited periods for park users and wildlife.
- Wildlife may be temporarily displaced by management activities.
- Management may result in increased weed abundance post treatment.

may impact the trail system including trail crossing

## Mitigation of Project Impacts

- The public will be notified of project and impacts including but not limited to public meetings, website posting, and signs.
- Signs at the trailheads and in the units will notify users of activities and potential hazards/impacts.
- Trail and wetland crossings will be laid out under advisement from Trails, Resource Protection and Plant Ecology staff.
- Impacts from forwarding operations and decking will be assessed at the completion of the project. Raking/ripping, seeding, and erosion control will be considered as rehabilitation techniques in heavily impacted areas and/or temporary roads.
- During stand layout, Forestry will work with Wildlife staff to survey for nests and other high value wildlife use, and flag those trees and groups for retention.

## Monitoring of Post-Project Conditions

- Weeds will be monitored and treated after completion of the project.
- It is recommended that overstory and limited understory vegetation inventories be completed within five years of thinning treatment, and in five-year increments thereafter. Photo point plots should be recollected within one year of the thinning treatment.

## Literature Cited

Colorado State Forest Service, 2010. [Forestry Best Management Practices to Protect Water Quality in Colorado 2010](#). 28p.

Boulder County Parks and Open Space, 2006. [North Foothills Open Space Management Plan](#).

G:\Forestry-Final\Forestry Properties\Held Valley Ranch\Prescriptions\Project\_Area\_1\AFI\_Units\2016\_HVRPA1&2.docx





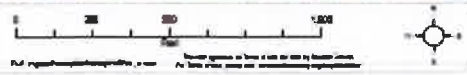
# Heil Valley Ranch Open Space Project Area 1, Units 1 and 2 Forest Restoration Treatment

## Heil Valley Ranch Project Area 1



**2016**

Access Trail	Proposed Area
Hiking Trail	Minor
Multiuse Trail	Jump





## Stand Tables

### Density Level 1, 40 acres: thin ponderosa pine 0-18" to 40-60 ft<sup>2</sup>/acre BA

Species	Diameter Class	Live TPA	Live BA	Live Total CuFt	HARV TPA	HARV BA	HARV CuFt	Remaining TPA	Remaining BA
ALL	2	760.1	12.6	48.1	337.8	8.5	41.3	422.3	4.1
	4	194.9	18.1	124.3	147.4	13.7	92.5	47.5	4.4
	6	175	32.4	301.5	106	20.5	203.6	69	11.9
	8	126.5	42.1	538.5	97.3	32.5	426.3	29.2	9.6
	10	124.9	65.9	964.5	107	56.5	826.5	17.9	9.4
	12	66	50	799.2	54.3	41.1	673	11.7	8.9
	14	38.4	40	695.4	32.9	34.3	595.8	5.5	5.7
	16	28.4	38	720.4	24.4	32.6	617.1	4	5.4
	18	8	14	300.2	0	0	0	8	14
	20	1.9	4	73.5	0	0	0	1.9	4
	22	0.8	2	34.7	0	0	0	0.8	2
	<b>Total</b>	<b>1524.8</b>	<b>319.1</b>	<b>4600.3</b>	<b>907</b>	<b>239.5</b>	<b>3476</b>	<b>617.8</b>	<b>79.6</b>
PP	2	394.2	10	48.1	337.8	8.5	41.3	56.4	1.5
	4	172	15.9	108	147.4	13.7	92.5	24.6	2.2
	6	123.7	23.9	237.6	106	20.5	203.6	17.7	3.4
	8	113.5	37.9	497.5	97.3	32.5	426.3	16.2	5.4
	10	124.9	65.9	964.5	107	56.5	826.5	17.9	9.4
	12	63.4	48	785.5	54.3	41.1	673	9.1	6.9
	14	38.4	40	695.4	32.9	34.3	595.8	5.5	5.7
	16	28.4	38	720.4	24.4	32.6	617.1	4	5.4
	18	8	14	300.2	0	0	0	8	14
	20	1.9	4	73.5	0	0	0	1.9	4
	22	0.8	2	34.7	0	0	0	0.8	2
	<b>Total</b>	<b>1069.1</b>	<b>299.5</b>	<b>4465.3</b>	<b>907</b>	<b>239.5</b>	<b>3476</b>	<b>162.1</b>	<b>60</b>
RM	2	365.9	2.7	0	0	0	0	365.9	2.7
	4	22.9	2.1	16.4	0	0	0	22.9	2.1
	6	51.3	8.5	63.9	0	0	0	51.3	8.5
	8	13.1	4.2	41	0	0	0	13.1	4.2
	10	0	0	0	0	0	0	0	0
	12	2.5	2	13.7	0	0	0	2.5	2
	<b>Total</b>	<b>455.7</b>	<b>19.5</b>	<b>135</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>455.7</b>	<b>19.5</b>

This table shows the forest stand characteristics in Density Level 1. The table is delineated by 2 inch diameter classes and species. Modeled values are generated from inventory data.

The "HARV ..." columns show modeled removals of ponderosa pine to a residual basal area (ft<sup>2</sup>/ac) of 40 ft<sup>2</sup>/ac in diameter classes 0-16" dbh. Trees >18" are not removed, and contribute to the "Remaining BA" column.

**Density Level 1, Patch Cuts**

Species	Diameter Class	Live TPA	Live BA	Live Total CuFt	HARV TPA	HARV BA	HARV CuFt	Remaining TPA	Remaining BA
<b>ALL</b>	2	760.1	12.6	48.1	394.2	10	48.1	365.9	2.6
	4	194.9	18.1	124.3	172	15.9	108	22.9	2.2
	6	175	32.4	301.5	123.7	23.9	237.6	51.3	8.5
	8	126.5	42.1	538.5	113.5	37.9	497.5	13	4.2
	10	124.9	65.9	964.5	124.9	65.9	964.5	0	0
	12	66	50	799.2	63.4	48	785.5	2.6	2
	14	38.4	40	695.4	38.4	40	695.4	0	0
	16	28.4	38	720.4	28.4	38	720.4	0	0
	18	8	14	300.2	0	0	0	8	14
	20	1.9	4	73.5	0	0	0	1.9	4
22	0.8	2	34.7	0	0	0	0.8	2	
	<b>Total</b>	<b>1524.8</b>	<b>319.1</b>	<b>4600.3</b>	<b>1058.5</b>	<b>279.5</b>	<b>4056.8</b>	<b>466.3</b>	<b>39.6</b>
<b>PP</b>	2	394.2	10	48.1	394.2	10	48.1	0	0
	4	172	15.9	108	172	15.9	108	0	0
	6	123.7	23.9	237.6	123.7	23.9	237.6	0	0
	8	113.5	37.9	497.5	113.5	37.9	497.5	0	0
	10	124.9	65.9	964.5	124.9	65.9	964.5	0	0
	12	63.4	48	785.5	63.4	48	785.5	0	0
	14	38.4	40	695.4	38.4	40	695.4	0	0
	16	28.4	38	720.4	28.4	38	720.4	0	0
	18	8	14	300.2	0	0	0	8	14
	20	1.9	4	73.5	0	0	0	1.9	4
22	0.8	2	34.7	0	0	0	0.8	2	
	<b>Total</b>	<b>1069.1</b>	<b>299.5</b>	<b>4465.3</b>	<b>1058.5</b>	<b>279.5</b>	<b>4056.8</b>	<b>10.6</b>	<b>20</b>
<b>RM</b>	2	365.9	2.7	0	0	0	0	365.9	2.7
	4	22.9	2.1	16.4	0	0	0	22.9	2.1
	6	51.3	8.5	63.9	0	0	0	51.3	8.5
	8	13.1	4.2	41	0	0	0	13.1	4.2
	10	0	0	0	0	0	0	0	0
	12	2.5	2	13.7	0	0	0	2.5	2
	<b>Total</b>	<b>455.7</b>	<b>19.5</b>	<b>135</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>455.7</b>	<b>19.5</b>

This table shows the forest stand characteristics in Density Level 1, patch cuts. The table is delineated by 2 inch diameter classes and species. Modeled values are generated from inventory data.

The "HARV ..." columns show modeled removals all ponderosa pine <18".

### Density Level 2, 50 acres: thin ponderosa pine 0-18" to 20-40 ft<sup>2</sup>/acre BA

Species	Diameter Class	Live TPA	Live BA	Live Total CuFt	HARV TPA	HARV BA	HARV CuFt	Remaining TPA	Remaining BA
<b>ALL</b>	2	328.5	6.9	38.7	282.9	6	33.3	45.6	0.9
	4	183.1	12.8	67.3	157.7	11	58	25.4	1.8
	6	93.7	17.8	129.2	75	14.2	106.8	18.7	3.6
	8	74	24.9	246	60.9	20.3	202.5	13.1	4.6
	10	50.2	27.3	343.8	41.6	22.5	285.1	8.6	4.8
	12	32.5	24.6	374.3	28	21.2	322.4	4.5	3.4
	14	18.6	19.8	326.7	16	17.1	281.4	2.6	2.7
	16	10	13.8	229.6	8.6	11.9	197.8	1.4	1.9
	18	3.2	5.7	114.7	0	0	0	3.2	5.7
	20	3.8	8.3	177.1	0	0	0	3.8	8.3
	22	1.3	3.3	69.5	0	0	0	1.3	3.3
24	0.5	1.5	37.5	0	0	0	0.5	1.5	
	<b>Total</b>	799.3	166.8	2154.5	670.8	124.1	1487.3	<b>128.5</b>	<b>42.7</b>
<b>PP</b>	2	328.5	6.9	38.7	282.9	6	33.3	45.6	0.9
	4	183.1	12.8	67.3	157.7	11	58	25.4	1.8
	6	87.1	16.5	124	75	14.2	106.8	12.1	2.3
	8	70.7	23.6	235.2	60.9	20.3	202.5	9.8	3.3
	10	48.3	26.1	331	41.6	22.5	285.1	6.7	3.6
	12	32.5	24.6	374.3	28	21.2	322.4	4.5	3.4
	14	18.6	19.8	326.7	16	17.1	281.4	2.6	2.7
	16	10	13.8	229.6	8.6	11.9	197.8	1.4	1.9
	18	3.2	5.7	114.7	0	0	0	3.2	5.7
	20	3.8	8.3	177.1	0	0	0	3.8	8.3
	22	1.3	3.3	69.5	0	0	0	1.3	3.3
24	0.5	1.5	37.5	0	0	0	0.5	1.5	
	<b>Total</b>	787.6	162.9	2125.6	670.8	124.1	1487.3	<b>116.8</b>	<b>38.8</b>
<b>RM</b>	2	0	0	0	0	0	0	0	0
	4	0	0	0	0	0	0	0	0
	6	6.6	1.4	5.3	0	0	0	6.6	1.4
	8	3.2	1.3	10.8	0	0	0	3.2	1.3
	10	2	1.2	12.8	0	0	0	2	1.2
	<b>Total</b>	11.8	3.9	28.9	0	0	0	11.8	3.9

This table shows the forest stand characteristics in Density Level 2. The table is delineated by 2 inch diameter classes and species. Modeled values are generated from inventory data.

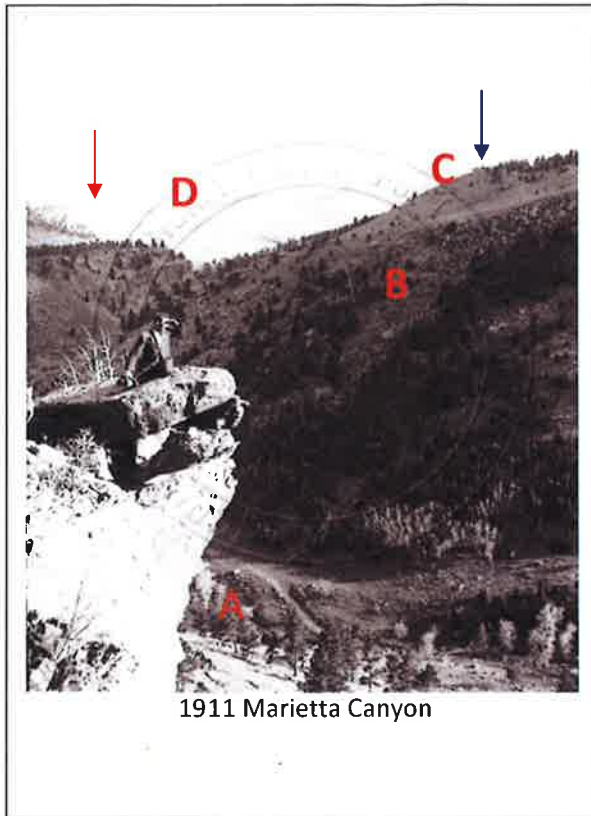
The "HARV ..." columns show modeled removals of ponderosa to a residual basal area (ft<sup>2</sup>/ac) of 20 ft<sup>2</sup>/ac in diameter classes 0-16" dbh. Trees >18" are not removed, and contribute to the "Remaining BA" column.

**Density Level 3, 33 acres: create openings, removal of all ponderosa pine 0-18"**

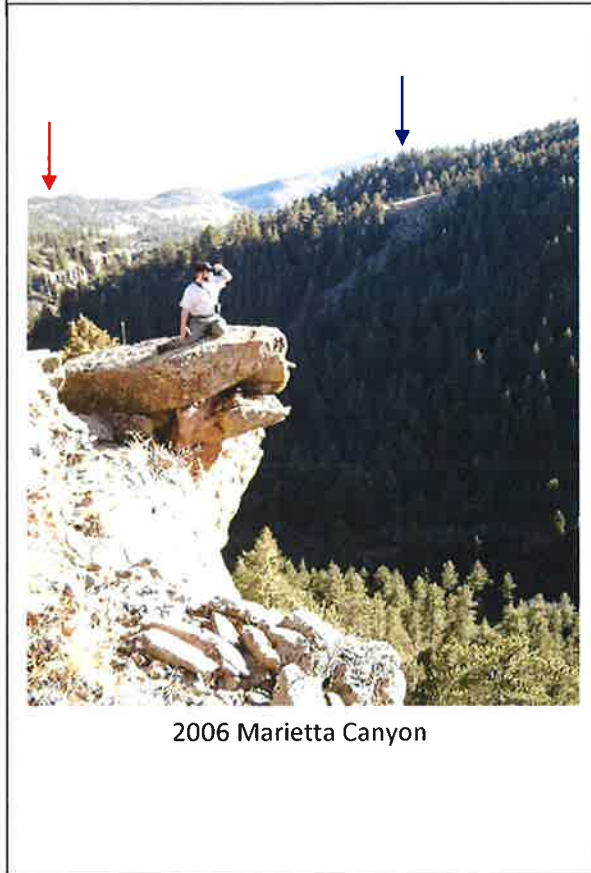
Species	Diameter Class	Live TPA	Live BA	Live Total CuFt	HARV TPA	HARV BA	HARV CuFt	Remaining TPA	Remaining BA
PP	2	0	0	0	0	0	0	0	0
	4	55.5	3.5	33.3	52.7	3.4	31.6	2.8	0.1
	6	37.1	7.3	78.8	35.3	6.9	74.8	1.8	0.4
	8	42	15.2	197.7	39.9	14.5	187.8	2.1	0.7
	10	27.8	14.9	222.2	26.4	14.2	211.1	1.4	0.7
	12	19.6	15.1	225.1	18.6	14.4	213.8	1	0.7
	14	7.5	7.1	124.7	7.1	6.7	118.5	0.4	0.4
	16	0	0	0	0	0	0	0	0
	18	0	0	0	0	0	0	0	0
	20	0	0	0	0	0	0	0	0
	22	1.3	3.5	48.8	0	0	0	1.3	3.5
<b>Total</b>		190.7	66.7	930.5	180	60	837.6	10.7	6.7

This table shows the forest stand characteristics in Density Level 3. The table is delineated by 2 inch diameter classes. Modeled values are generated from inventory data.

The "HARV ..." columns show modeled removals of ponderosa pine to a residual basal area (ft<sup>2</sup>/ac) of 0 ft<sup>2</sup>/ac in diameter classes 0-16" dbh, with 95% efficiency. Trees >18" are not removed, and contribute to the "Remaining BA" column.



1911 Marietta Canyon



2006 Marietta Canyon

### Photo Comparison- Historic and Current Forest

**Photo 1** comes from a collection of photographs in the Carnegie Branch Library administered by the City of Boulder Public Library. The photo was taken looking to the southeast towards Lefthand Canyon. The south-facing slope (A) is ~ 30 basal area (BA) with ~10 trees/acre almost exclusively Ponderosa pine. The north-facing slope (B) is ~ 80 BA with ~100 tree/acre with a mixture of Ponderosa pine and Douglas fir. The east-facing slope (C) is very similar in density and composition to the south-facing slope. Notice the size of the openings in between clumps of trees. The west-facing slope (D) is mostly open grassland with a few widely scattered trees.

**Photo 2** was closely replicated in 2006. The south-facing slope now has a density of ~100 BA with ~150 trees/acre and a closed canopy. The north-facing slope now has a density of ~200 BA with ~2000 trees/acre and a higher percentage of Douglas fir. The east-facing slope now has no openings, and is similar to the current conditions on the south-facing slope. The west-facing slope now has been converted to open Ponderosa pine forest vegetation. Historically, east, south, and west facing aspects experienced low-severity surface fires and the north aspects had a percentage of high-severity crown fire. Now all aspects have a high risk of high-severity crown fire with a very low percentage of low-severity surface fire.



### Project Area Photopoints, 2006



Heil, PA1U1T2P1 South 2006



Heil, PA1U1T4P1 East 2006



Heil, PA1U1T2P1 North 2006














Heil, PA1U1T4P1 South 2006

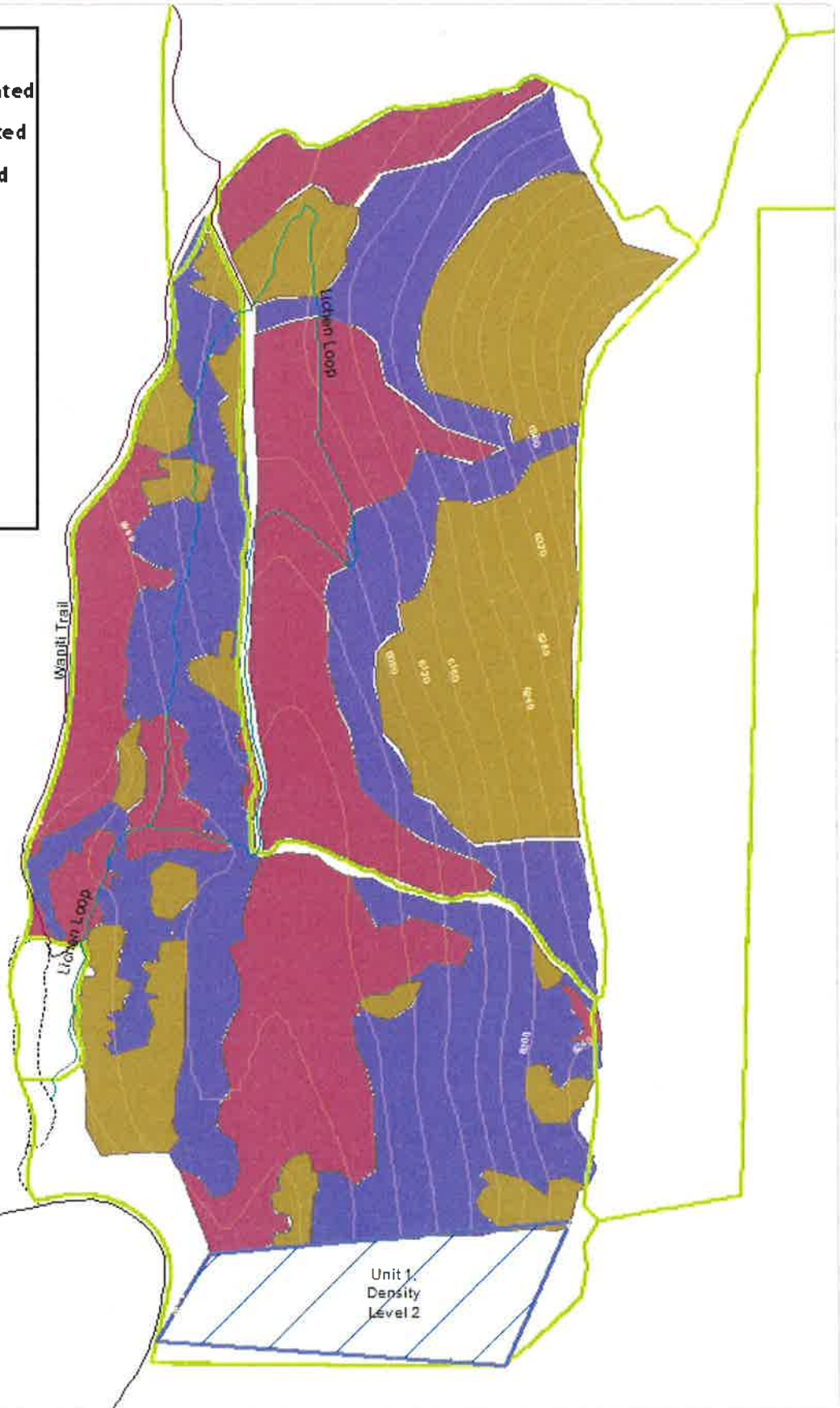
# Heil Valley Ranch Project Area 1



Parks & Open Space

## Density Level

-  1- Highest, 40-60 BA treated
-  2- Middle, 20-40 BA treated
-  3- Lowest, <20 BA treated
-  D2 Add'l acreage
-  ProjectAreaUnit
-  Access Trail
-  Hiking Trail
-  Multiuse Trail
-  Contours 40'
-  Minor
-  Jeep

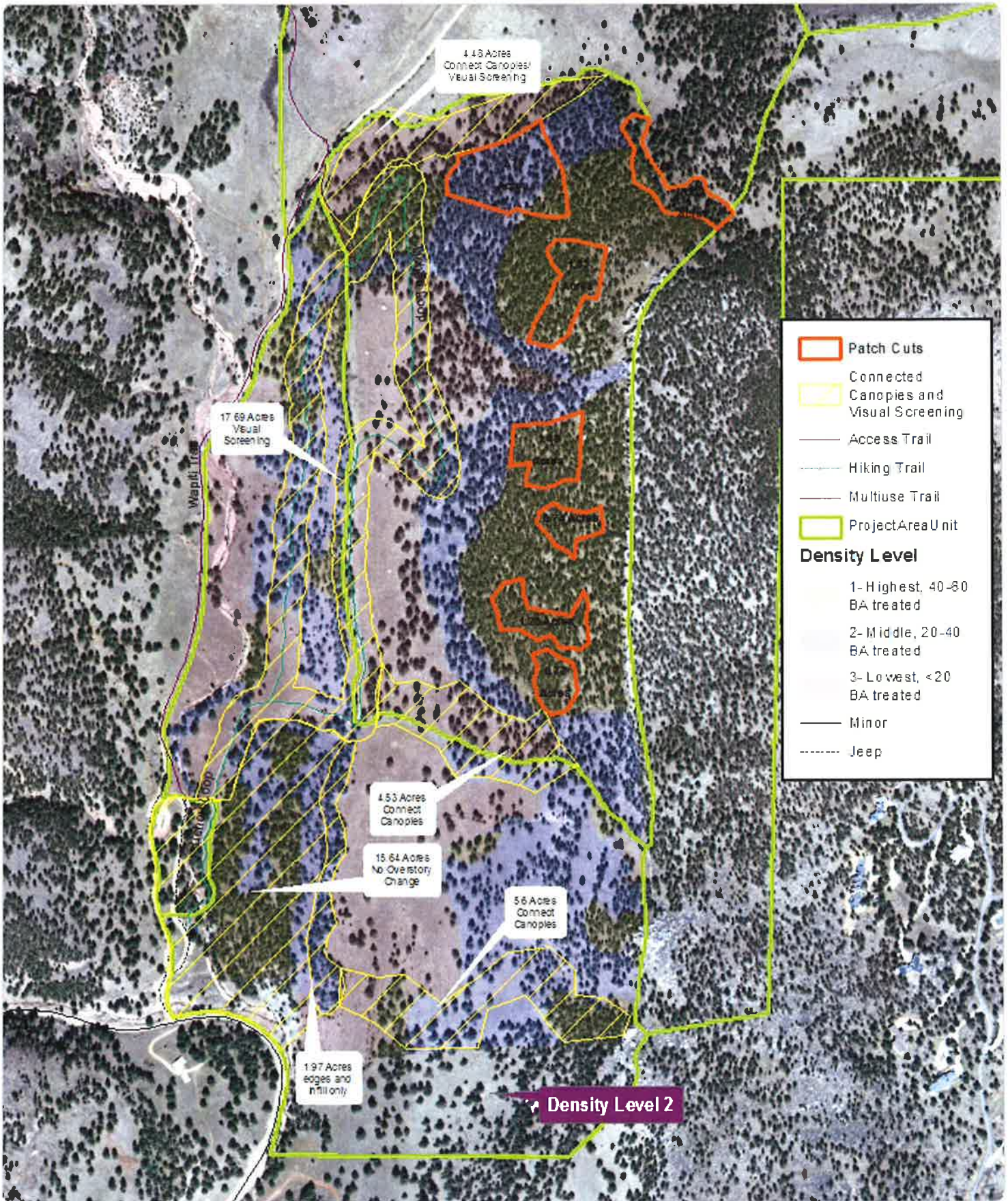




# Heil Valley Ranch Project Area 1



Parks & Open Space



**Legend**

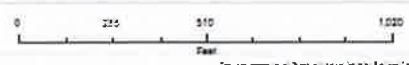
- Patch Cuts
- Connected Canopies and Visual Screening
- Access Trail
- Hiking Trail
- Multiuse Trail
- Project Area Unit

**Density Level**

- 1- Highest, 40-80 BA treated
- 2- Middle, 20-40 BA treated
- 3- Lowest, <20 BA treated

Minor

Jeep



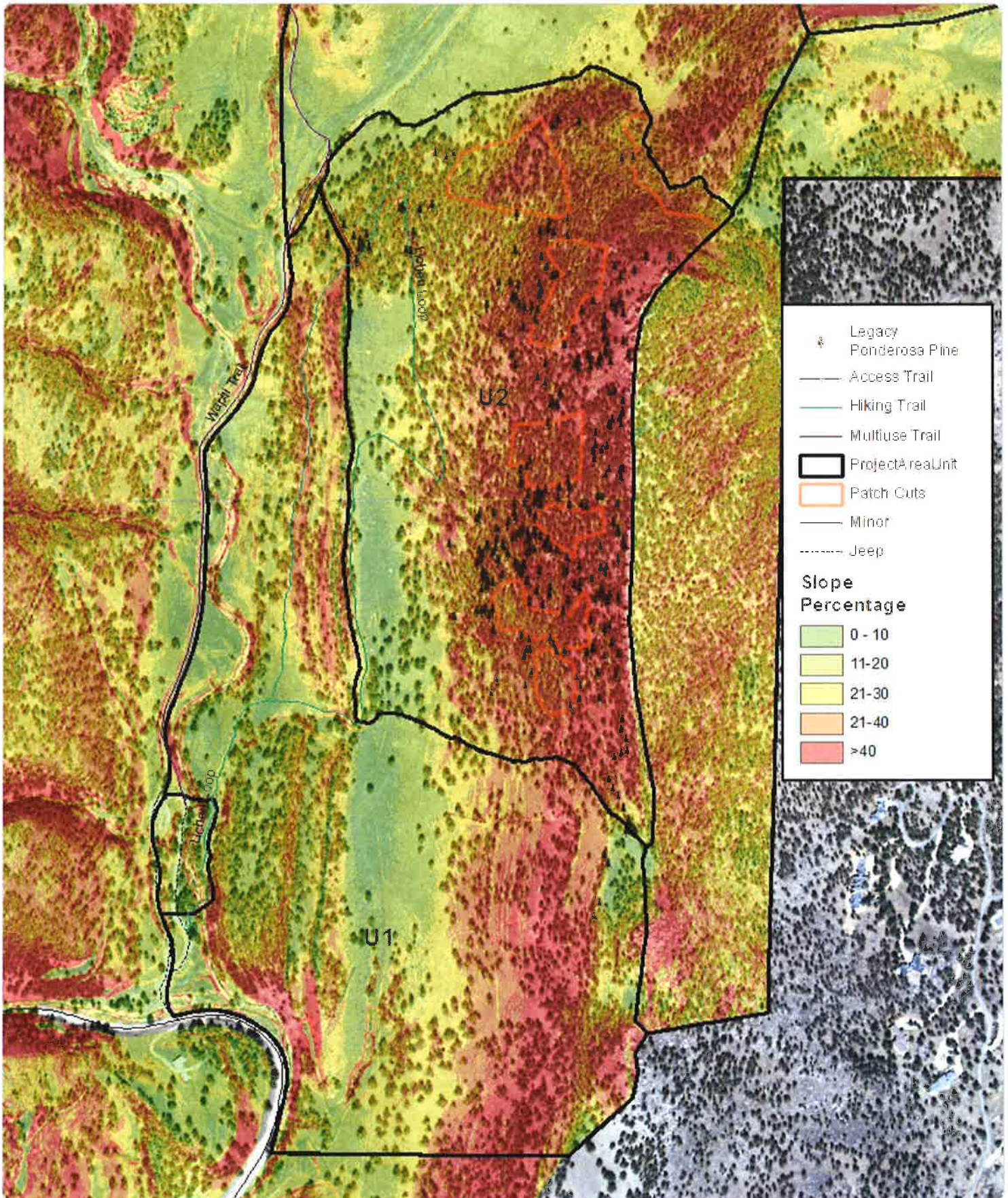
Map is a geotiff generated from a 1:25000 scale aerial photograph. The map is not to scale. The map is a geotiff generated from a 1:25000 scale aerial photograph. The map is not to scale.



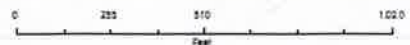
# Heil Valley Ranch Project Area 1



Parks &  
Open Space



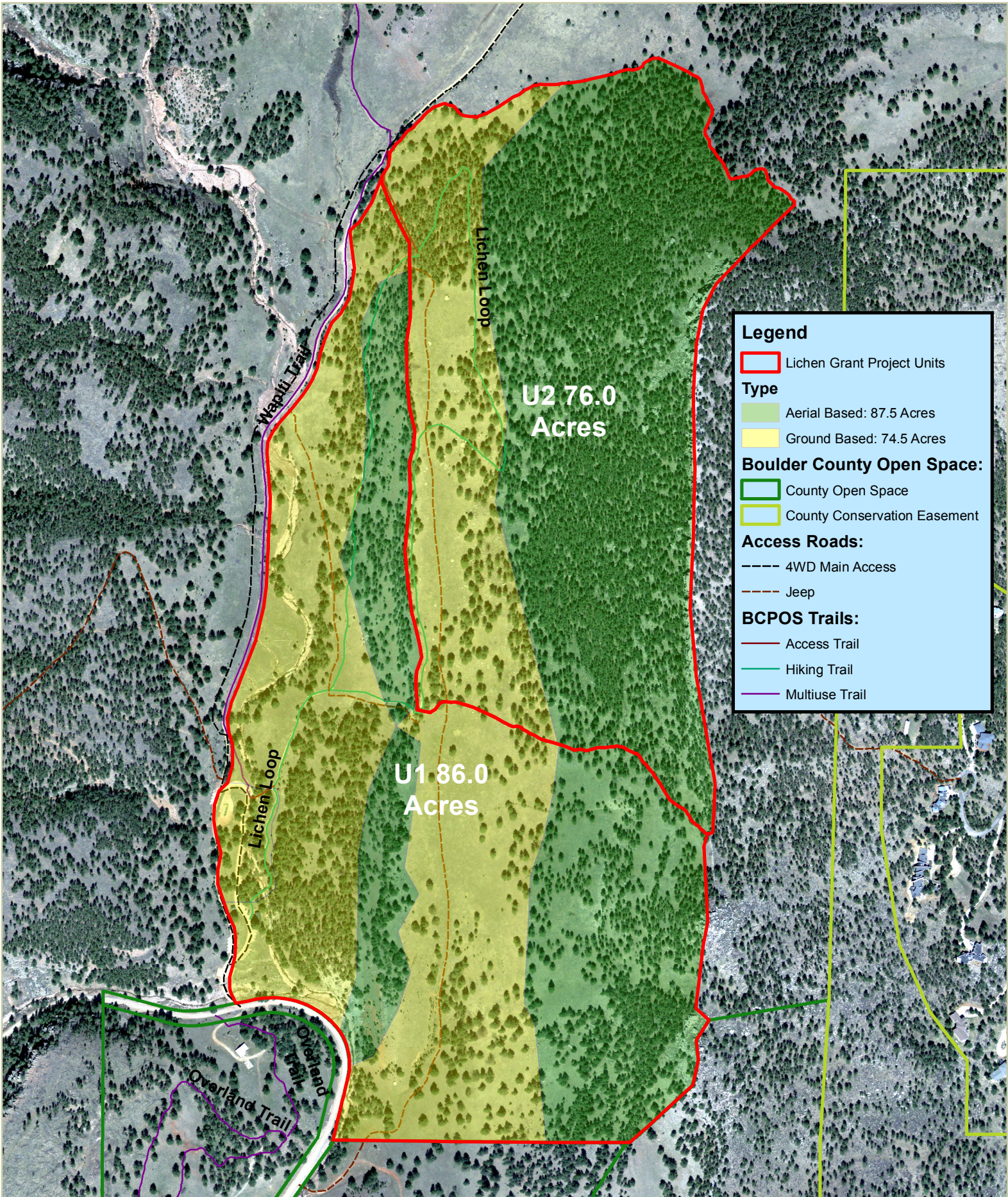
2016



This map is prepared in accordance with the standards of the National Map Accuracy Standards, 1965 Edition, and is intended for general information only. It is not to be used for any other purpose without the express approval of the County.







**Legend**

- Lichen Grant Project Units

**Type**

- Aerial Based: 87.5 Acres
- Ground Based: 74.5 Acres

**Boulder County Open Space:**

- County Open Space
- County Conservation Easement

**Access Roads:**

- 4WD Main Access
- Jeep

**BCPOS Trails:**

- Access Trail
- Hiking Trail
- Multiuse Trail





**ATTACHMENT H**  
**Marking Parameters:**  
**Heil Valley Ranch, Lichen Loop PA1U1 and U2**

The marking pattern for the Lichen Loop Project will be dictated as follows:

**Project Area Boundaries:**

- a. The project area will be bounded on the east side by the cliff edge, the west side by the main access road.
- b. The north and south side will be flagged with blue and white candy-striped flagging. Wooden stakes (with flagging) will be utilized if needed (ie more open meadow areas).
- c. The interior of the project area will have a flagging line that bisects the unit north/south with red and white candy-striped flagging (again wooden stakes may be utilized). This helps delineate the tree marking described below.









**Individual Tree Marking:**

There are three different marking parameters that will be encountered due to the highly aesthetic value desired for the areas surrounding the Lichen Loop Trailhead and the associated trails.

1. West of red and white candy-striped flagging.
  - a. Everything west of the red and white striped flagging will be **take/cut** tree marking.
  - b. Trees will be marked with blue paint to designate trees to be cut on the uphill and downhill sides.
  - c. ALL PAINTED TREES WILL BE REMOVED.
2. East of red and white candy-striped flagging.
  - a. Everything east of the red and white striped flagging will be **leave** tree marking.
  - b. Trees will be marked with orange paint to designate leave trees on the uphill and downhill sides.
  - c. ALL PAINTED TREES WILL REMAIN
3. Patch Cut Areas (10 acres of patch cuts will be performed east of the red and white candy-striped flagging line)
  - a. These areas will be delineated with solid blue flagging and a vertical blue painted stripe on the interior boundary trees. Only boundary trees will be marked. EVERYTHING WITHIN THE BOUNDARY WILL BE REMOVED INCLUDING THE BOUNDARY TREES.

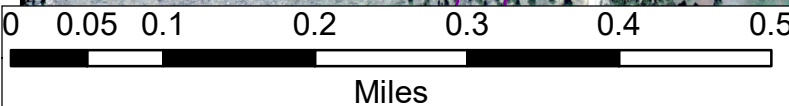


# Heil Valley Ranch- Lichen Loop Project Marking

-  Project Boundary
- BCPOS Trails:**
  -  Access Trail
  -  Hiking Trail
  -  Multiuse Trail
  -  Regional Trail
  -  Sidewalk
  -  Marking Separator
  -  Boundary Flagging

West Side  
Marking

East Side  
Marking





## ATTACHMENT “J”

### CONTRACTOR QUALIFICATION STATEMENT

#### Instructions/Terms

1. This Qualification Statement (“QS”) is required for Proposals submitted for **Heil Valley Ranch – Lichen Fuels Reduction Project 2019**. The QS shall be submitted to the County with your Proposal.
2. This QS shall be completed by a company officer or manager of the submitting company who has sufficient knowledge to fully address all matters and respond to all inquiries herein.
3. The company submitting this QS (“Company” or the “Contractor”) shall be fully responsible for and bound by all information, data, certifications and disclosures included in this statement and any attachments hereto.
4. The Contractor understands that the information and data provided in connection with this QS, and any other relevant information obtained from any other sources regarding the Company, shall be reviewed to determine whether it qualifies as a “responsible contractor” and whether its offer represents the best value to the County.
5. The Contractor understands that its failure to meet responsibility and qualification standards may render it ineligible to perform work on this project (hereinafter “Contract Work.”)
6. It is the Contractor’s responsibility to carefully review and complete this document. The failure to submit information or documents required by this QS, or the submission of any false statement, misrepresentation, or omission regarding a material fact concerning any aspect of this QS, may render the Company ineligible for contract.
7. The Contractor hereby agrees that if it is awarded the contract, this QS, all terms and conditions specified herein, and all information, data, certifications and disclosures included in this statement or its attachments will be incorporated into the contract.
8. In the event a contract is awarded to the Company and it is later determined that the Company failed to disclose requested information, or made a false statement, misrepresentation, or omission regarding a material fact concerning any aspect of this QS, the Company may be considered in default and the County may terminate the contract immediately and/or withhold full or partial payment as it deems appropriate.
9. Where additional space is needed to provide requested information, the Company should provide such information in separate, numbered attachments affixed to this QS.
10. Label attachments to this QS according to subject matter and include a table of contents listing the names and numbers of all attachments.

**Part I: Basic Qualifications**

**Section 1: Company Background/Resources**

1. Name of Company

---

---

---

*\* Indicate whether the Company is a corporation, joint venture, dba, limited liability company, partnership, sole proprietorship or other type of business entity. If corporation, provide names of officers; if joint venture, provide names of joint ventures; if limited liability co., provide names of members; if partnership, provide names of partners; if sole proprietorship or other, provide names of owners.*

2. Address/Contact Information: \_\_\_\_\_

---

---

---

*\*Provide mailing address of Company, website, e-mail, telephone number and fax number. If address is a branch office, also provide principal home office address.*

3. Years in Business: \_\_\_\_\_

4. Related Companies/Changes in Company Name:

---

---

*\*Identify any parent companies, subsidiaries, sister companies or holding companies to which the company is related. If additional space is needed, provide information in an attachment. If the Company has previously operated under another name within the past five years, identify other names used.*

5. Identify all jurisdictions in which the Company is licensed, registered or otherwise qualified to do business: \_\_\_\_\_

*\*Use attachment if necessary, provide applicable license, certificate, registration numbers for each jurisdiction.*

6. Recent Project Volume: Provide annual Project volume in dollars performed by Company in the past three years:

Year \_\_\_\_\_  
Year \_\_\_\_\_  
Year \_\_\_\_\_

7. Percentage of Work Self-Performed: Identify the percentage of work the Company typically performs with its own work force: \_\_\_\_\_

8. Classifications of Work Self-Performed: Identify the types of work typically performed by the Company with its own work force:  


---



---
9. Provide Company's organizational chart, if available.
10. Identify and submit contact information and three references for subcontractors that will provide services to the Company for this project.
11. Identify and submit contact information and three references from subcontractors that the Company has worked with in the last five years.

**Section 2: Required Disclosures**

The Contractor submitting this QS shall answer the following questions with regard to the past five (5) years. If any question is answered in the affirmative, the Company shall submit an attachment, providing details concerning the matter in question, including applicable dates, locations, names of projects/project owners and circumstances.

1. Has the Company been debarred, suspended or otherwise prohibited from doing business with any federal, state or local government agency, or private enterprise?  
Yes \_\_\_ No \_\_\_
2. Has the Company been denied prequalification, declared non-responsible, or otherwise declared ineligible to submit bids or proposals for work by any federal, state or local government agency, or private enterprise?  
Yes \_\_\_ No \_\_\_
3. Has the Company defaulted, been terminated for cause, or otherwise failed to complete any project that it was awarded?  
Yes \_\_\_ No \_\_\_
4. Has the Company been assessed or required to pay liquidated damages in connection with work performed on any project?  
Yes \_\_\_ No \_\_\_
5. Has the Company had any business or professional license, registration, certificate or certification suspended or revoked?  
Yes \_\_\_ No \_\_\_
6. Have any liens been filed against the Company as a result of its failure to pay subcontractors, suppliers, or workers?  
Yes \_\_\_ No \_\_\_
7. Has the Company been denied bonding or insurance coverage, or been discontinued by a surety or insurance company?  
Yes \_\_\_ No \_\_\_

8. Has the Company been found in violation of any laws, including but not limited to contracting or antitrust laws, tax or licensing laws, labor or employment laws, environmental, health or safety laws?  
Yes \_\_\_ No \_\_\_  
*\*With respect to workplace safety laws, this statement is limited to willful federal or state safety law violations.*
9. Has the Company or its owners, officers, directors or managers been the subject of any criminal indictment or criminal investigation concerning any aspect of the Company's business?  
Yes \_\_\_ No \_\_\_
10. Has the Company been the subject to any bankruptcy proceeding?  
Yes \_\_\_ No \_\_\_

**Part II: Past Performance Review**

**Section 1: Project Listings & Past Performance Data**

1. The Contractor shall submit three projects that are similar in size, scope and complexity to the Contract Work, public or private, it has performed in the last five years in an attachment labeled "Past Projects."
2. List projects in reverse chronological order, beginning with most recent. For each project listed, the Contractor shall provide the following information.
- a. The name, location and project number of the project.
  - b. The names, addresses and phone numbers of at least two owner representatives familiar with the Contractor's performance on the project (may include owners, project managers, architects, engineers).
  - c. The original date for schedule completion and actual completion date.
  - d. Any performance ratings given to the Contractor (whether descriptive, e.g., good, satisfactory, or numerical, e.g., 80 out of 100, or other).
3. The Contractor shall submit a complete list of all open or on-going projects, public and private, in an attachment labeled "Current Projects." List projects in reverse chronological order, beginning with the most recent. For each project listed, provide the following information.
- a. The name, location and project number of the project and percentage of work completed to date.
  - b. The names, addresses and phone numbers of at least two owner representatives familiar with the Contractor's performance on the project (may include owners, project managers, architects, engineers).
  - c. The original date for schedule completion and estimated completion date.



**Section 2: Performance Evaluation Reports**

- 1. The Contractor shall submit an attachment, copies of all performance evaluation reports in its possession or control for all past and current projects, public and private for the past five years.
- 2. For purposes of this Section the term performance evaluation reports should be interpreted to mean any documents within the Contractor’s control or possession that were prepared to evaluate, rate or score in any way the contractor’s performance on projects.

**Section 3: Contractor Safety Record**

- 1. Provide the Contractor’s Workers Compensation Experience Modification Rating for the past three years, beginning with the most recent year available:

Year 1: [e.g. 2010: 1.0 ]

Year 2: [e.g. 2011: 1.1 ]

Year 3: \_\_\_\_\_

- 2. Provide the Contractor’s Lost Time Incidence Rate for the most recent year: \_\_\_\_\_
- 3. Provide the Contractor’s Recorded Incidence Rate for the most recent year: \_\_\_\_\_
- 4. Identify in an attachment any citations issued by federal or state safety agencies for serious violations issued in the past five (5) years. Provide a listing of the citation number, a brief description of the violation and the amount of penalty, if any, for each violation.

**Section 4: Pending Legal Matters**

- 1. Claims, Judgments, Lawsuits: Are there any pending claims, judgments, lawsuits or alternative dispute proceedings involving the Company that involve potential damages of \$10,000 or more?

Yes       No      If yes, provide details in an attachment.

- 2. Complaints, Charges, Investigations: Is the Company currently the subject of any complaint, investigation or other legal action for alleged violations of law pending before any court or governmental agency?

Yes       No      If yes, provide details in an attachment.

**Part III: Required Representations**

In submitting this QS, the Company makes the following representations, which it understands are required as a condition of performing the Contract Work and receiving payment for same.

- 1. The Company will possess all applicable professional and business licenses and/or certifications required for performing work in Boulder County.

2. The Company satisfies all bonding and insurance requirements as stipulated in the solicitation for this project.
3. The Company and all subcontractors that are employed or that may be employed in execution of the Contract Work shall be in full compliance with Boulder County's requirements for workers' compensation insurance.
4. The Company represents that it has no conflicts of interests with Boulder County if awarded the Contract Work and that any potential conflicts of interest that may arise in the future will be disclosed immediately to Boulder County.
5. The Company represents the price offered and other information submitted in connection with its Proposal for the Contract Work were arrived at independently without consultation, communication or agreement with any other offeror or competitor.
6. The Company will ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

**The undersigned hereby represents that all statements, representations, information and documents provided in or with this Qualification Statement and attachments hereto are complete, accurate and truthful.**

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position/Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Company Name



## How to register your entity to be eligible for GRANTS in SAM:

### Before you register, you need to know the following:



#### What is an Entity?

In SAM, your company/business/organization is now referred to as an "Entity."

- **REGISTERING IN SAM IS FREE.**
- If you were registered in CCR, your company's information is already in SAM. You just need to set up a SAM account. See the "Migrating Roles" Quick Start Guide.



#### Your Entity's DUNS Number

You need a DUNS to register your entity in SAM.

- If you do not have a DUNS number, you can request a DUNS number for free by visiting D&B at <http://fedgov.dnb.com/webform>
- It takes 1-2 business days to obtain a DUNS.



#### Your Entity's Taxpayer Identification Number (TIN)

You need your entity's Tax ID Number (TIN) and taxpayer name (as it appears on your last tax return). Foreign entities that do not pay employees within the U.S. do not need to provide a TIN.

- A TIN is an Employer Identification Number (EIN) assigned by the Internal Revenue Service (IRS).
- Sole proprietors may use their Social Security Number (SSN) assigned by the Social Security Administration (SSA) if they do not have a TIN, but please be advised it will not be treated as privacy act data in SAM.
- To obtain an EIN visit:  
[www.irs.gov/businesses/small/article/0,,id=102767,00.html](http://www.irs.gov/businesses/small/article/0,,id=102767,00.html)
- Activating a new EIN with the IRS takes 2-5 weeks.



### Steps For Registering Your Entity in SAM

1. Go to [www.sam.gov](http://www.sam.gov)
2. Create a Personal Account and Login
3. Click "Register New Entity" under "Manage Entity" on your "My SAM" page
4. Select your type of Entity
5. Select "No" to "Do you wish to bid on contracts?"
6. Select "Yes" to "Do you want to be eligible for grants and other federal assistance?"
7. Complete "Core Data"
  - ✓ Validate your DUNS information
  - ✓ Enter Business Information (TIN, etc.)
  - ✓ Enter CAGE code if you have one. If not, one will be assigned to you after your registration is completed. Foreign registrants must enter NCAGE code.
  - ✓ Enter General Information (business types, organization structure, etc)
  - ✓ Financial Information (Electronic Funds Transfer (EFT) Information)
  - ✓ Executive Compensation
  - ✓ Proceedings Details
8. Complete "Points of Contact"
9. Your entity registration will become active after 3-5 days when the IRS validates your TIN information.

How do I get more information? Take a look at the SAM User Guide.



Go to Our Website: [www.sam.gov](http://www.sam.gov)



Contact the SAM Help Desk: [www.fsd.gov](http://www.fsd.gov)