

**REQUEST FOR PROPOSAL (RFP)**



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

**REQUEST FOR PROPOSAL  
COVER PAGE**

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RFP Number:	<b>7079-19</b>
RFP Title:	<b>Floodplain Partners: Flood Hazard Mitigation and Acquisition Pilot</b>
RFP Questions Due:	<b>December 6, 2019</b>
Submittal Due Date:	<b>December 20, 2019</b>
Email Address:	<a href="mailto:purchasing@bouldercounty.org">purchasing@bouldercounty.org</a>
Documents included in this package:	Proposal Instructions Terms and Conditions Specifications Insurance and W-9 Requirements Submittal Checklist Evaluation Criteria Signature Page Sample Contract



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## **PROPOSAL INSTRUCTIONS**

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### **1. Purpose/Background**

Boulder County is seeking a qualified consultant to assist with the **Floodplain Partners: Flood Hazard Mitigation and Acquisition Pilot (“Floodplain Partners Pilot”)**. The Boulder County Floodplain Management Program received a FEMA Flood Mitigation Assistance (FMA) advanced assistance grant to complete the pilot program. The goal of the Floodplain Partners Pilot is to determine if a community flood hazard mitigation program is desired by the community and if it is feasible for properties with significant flood risk within Boulder County to meet the eligibility requirements for the FEMA Flood Mitigation Assistance (FMA) grant programs. The pilot will include outreach to the community, identification and evaluation of up to 12 properties, and up to six FMA program grant applications. The consultant support included in this RFP includes site-specific evaluations, alternatives analysis, and conceptual design of mitigation strategies; support of FEMA Benefit-Cost Analyses; and FEMA FMA applications.

### **2. 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. December 6, 2019**. A response from the county to all inquiries will be posted and sent via email no later than **December 11, 2019**.

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

### **3. 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 December 20, 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 25MB 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 # 7079-19** 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 # 7079-19**, 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.



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## **TERMS AND CONDITIONS**

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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.**
  
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.



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## **SPECIFICATIONS**

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### **Scope of Work**

The Floodplain Partners Pilot seeks to identify up to 12 properties in unincorporated Boulder County that would benefit from property acquisition, structure elevation, or structure relocation due to flood risk. Based on the results of site-specific evaluations and FEMA-approved benefit-cost analyses, up to six FEMA FMA applications will be completed and submitted for property acquisition, structure elevation, or structure relocation. This is a voluntary pilot and will only include property owners that are interested and willing to participate.

### **Tasks and Deliverables**

#### **Task 1: Program Approach and Project Management**

In coordination with the Boulder County Project Manager, the consultant will be responsible for developing and implementing a project schedule that includes milestones, deliverables, coordination activities, etc. The project must be completed by December 31, 2020. The consultant should plan to participate in planning and coordination meetings with Boulder County on a regular basis throughout the project.

##### *Scope:*

- Develop a project schedule including milestones, critical path items, and project deliverables
- Attend project meetings or conference calls an average of twice per month

##### *Deliverables:*

- Project schedule

#### **Task 2: Program Establishment Activities**

Program establishment activities include outreach activities to identify potential pilot program participants and to conduct site-specific property evaluations. Because this will be a new program and will depend on willing property owners to participate in it, it will be necessary to conduct community outreach activities to provide meaningful information about the program to community members to enable and encourage participation. Anticipated activities include targeted mailings, one-on-one meetings with property owners, and the development of print and digital educational materials.

### *Community Outreach*

Boulder County will primarily be responsible for community outreach activities. It is anticipated that the consultant will support community outreach activities by participating in one-on-one property owner meetings as requested. Other support activities may be requested.

### *Site-Specific Alternatives Analysis, Conceptual Design, and Cost Estimate*

Consultant will conduct site-specific alternatives analysis which will include property evaluations to preliminarily address the minimum data requirements to determine what kind of mitigation strategies can be implemented on a specific parcel and an initial screening to determine if the proposed strategy will likely be eligible for FEMA FMA assistance. Consultant will complete conceptual designs for those properties that will likely meet the program requirements for FEMA FMA assistance.

### *Scope:*

- *Community Outreach*- Participate in one-on-one property owner meetings to explain the Floodplain Partners pilot program as requested. It is estimated that a total of five property owner meetings will be required in addition to the site visits required for the alternatives analysis and conceptual designs outlined below. Consultants should include travel time and mileage at the current GSA rate to meetings throughout the county in their cost estimate for this task.
- *Site-Specific Alternatives Analysis*- Conduct preliminary site-specific property evaluations on 12 properties. Provide recommendations on flood mitigation strategies that are feasible, will reduce flood risk, and will likely meet the program requirements for FEMA FMA Assistance. The alternatives analysis may include, evaluation of flood risk, review of building construction detail, and initial cost-benefit assessment.
- *Conceptual Design and Cost Estimate*- Develop conceptual design and line-item cost estimate for up to six properties that are most like to be eligible based on the alternatives analysis. Design plans should be sufficient for completion the FEMA-approved Benefit-Cost Analysis (BCA) and FEMA FMA application.
  - *Note:* Boulder County will provide technical information needed to complete the site-specific alternatives analysis and the conceptual design and cost estimates. The budget for these items is limited and will be approved by Boulder County on a case-by-case basis. Examples of technical information includes:
    - Survey work such as elevation certificates, topographic survey, etc.
    - Property appraisal
    - Geotechnical evaluation

### *Deliverables:*

- A written report/memo for each property that includes the alternatives analysis, interpretation of flood risk analysis, interpretation of technical information, recommended mitigation strategy, and likelihood for meeting the FEMA FMA requirements for up to 12 properties.
- Conceptual design documents for up to six properties.
- Line-item cost estimate for up to six properties.
- Written documentation should be in a format that can be used for completing the FEMA-approved BCA tool and as documentation for FMA applications.

### **Task 3: Benefit-Cost Analysis**

For those properties that will likely meet the FEMA FMA program requirements, a complete Benefit-Cost Analysis (BCA) will be completed. It is anticipated that Boulder County will primarily be responsible for completing the BCA using the information provided through Task 2, with the consultant responsible for providing information, input, and guidance to Boulder County as requested. However, depending on staff availability and budget constraints, the consultant may be responsible for completing the BCA analyses. The consultant should submit proposals for the scope outlined in both Task 3a and Task 3b below.

#### Task 3a

##### *Scope:*

- Provide information or guidance to Boulder County as requested. Consultant should plan for four hours for six BCA analyses (24 hours total).

##### *Deliverables:*

- Requested information or guidance.

#### Task 3b

##### *Scope:*

- Consultant will complete the BCA analysis using FEMA BCA Cost-Calculator V6.0 or other FEMA-approved tool for up to six projects.

##### *Deliverables:*

- Completed BCA analysis for up to six projects.
- Backup documentation supporting BCA analysis for up to six projects.

### **Task 4: Develop and Submit FEMA FMA Applications**

For those properties that meet the FEMA's benefic-cost requirements and assuming the property owner would like to move forward, FEMA FMA applications will be prepared, with the goal of securing funding to implement the identified mitigation strategies. Boulder County will primarily be responsible for completing the FEMA FMA applications, with the consultant responsible for providing information, input, and guidance to Boulder County as requested. However, depending on staff availability and budget constraints, the consultant may be responsible for completing the FMA applications. The consultant should submit proposals for the scope outlined in both Task 4a and Task 4b below.

#### Task 4a

##### *Scope:*

- Provide information or guidance to Boulder County as requested. Consultant should plan for four hours for six FMA applications (24 hours total).

##### *Deliverables:*

- Requested information or guidance.

#### Task 4b

##### *Scope:*

- Consultant will complete the FEMA FMA application for up to six projects.



*Deliverables:*

- Completed FEMA FMA applications for up to six projects.

**Anticipated Schedule**

This project is grant-funded and must adhere to strict deadlines. All work on the project must be completed by **Dec. 31, 2020**. In addition, the site-specific analysis (Task 2) and the benefit-cost analysis (Task 3) tasks should be completed by **Sept. 1, 2020** so that preparation of the FEMA FMA applications can begin in conjunction with the anticipated FY20 FEMA FMA application process. The estimated proposal review, award, and contracting schedule is outlined below. Schedule may be adjusted as necessary:

1. Questions due to Boulder County: **December 6, 2019**
2. Responses to questions from Boulder County: **December 11, 2019**
3. Last day for submitting proposal: **December 20, 2019**
4. Proposals reviewed by review committee: **January 10, 2020**
5. Interviews with proposers (if determined necessary by the review committee): **January 13-17, 2020**
6. Recommendation of Award: **January 24, 2020**
7. Execution of Agreement: **February 28, 2020**

Commence Work: Immediately following execution of agreement with Boulder County Board of Commissioners.

A sample project schedule is outlined below. Consultant can propose an alternative schedule, provided Task 2 and Task 3 are complete by Sept. 1, 2020 and the entire project is completed by Dec. 31, 2020.

	2020													
	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec
Procurement														
Outreach														
Parcel-Specific Analysis														
BCA														
FEMA FMA applications														

**Funding Availability**

This project has a budget of approximately \$50,000 for the scope of work outlined in this RFP (not including task 3b and 4b). If elements of the proposed scope of work are expected to exceed budget, applicants should include details about scaling the scope of the project to meet the budget and/or the cost for elements outside the proposed budget. Boulder County reserves the right to revise the scope of work to meet funding availability.



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

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### **INSURANCE REQUIREMENTS**

<b>General Liability</b>	\$1,000,000 Each Occurrence \$2,000,000 General Aggregate \$2,000,000 Products Completed Operations Aggregate 3 years Products/Completed Operations
<b>Excess or Umbrella</b>	May be required if higher limits are requested.
<b>Automobile Liability</b>	\$1,000,000 Each Accident *Including Hired & Non-Owned Auto
<b>Worker's Compensation and Employer's Liability</b>	Statutory limits Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.
<b>Professional Liability or Errors and Omissions</b>	\$1,000,000 Per Loss \$1,000,000 Aggregate Coverage maintained or extended discovery period for 2 years

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

New certificates will be requested if the contract process takes more than 30 days after an award.

**W-9 REQUIREMENT**

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

**SAM.gov REGISTRATION**

Please provide a copy of your business' registration in sam.gov with your proposal.

**DUNS NUMBER**

Please provide your business' DUNS number with your proposal.



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## 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
	Project Team
	Relevant Project Experience
	Proposed Work Schedule and Workload Capacity
	References
	Cost Proposal
	Copy of any contract you would require to be executed in this process
	Insurance Certificate
	W-9
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)

The response to this RFP, for items A-E below, is limited to a maximum of 25 8.5”x11” pages, excluding front and back covers, signature page, W-9, and proof of insurance, using no smaller than 11-point font and no less than 0.5” margins. Sheets sized 11”x17” count as two pages. Each response should be complete yet concise and contain only the elements shown below. Please avoid submittal of extraneous and unnecessary information.

### **A. Project Team**

Describe the consultant’s team for the project. List any proposed sub-consultants. For the key project team members, please include:

1. A brief description of the individual’s background and relevant experience (brief resume)
2. Each individual’s years of relevant experience

### 3. The role each individual will take on the project

#### **B. Relevant Project Experience**

Provide examples of relevant project experience. Please include a description of the project scope, timeline, budget, and results.

#### **C. Proposed Work Schedule and Workload Capacity**

The proposal shall include:

- A proposed work schedule showing milestones, critical path items, and project deliverables
- The team's workload capacity and commitments from March 2020-December 2020.

#### **D. Cost Proposal**

Provide an itemized cost proposal that corresponds to the consultant's approach to the project, work schedule, and Scope of Work. Costs should be itemized by task as described in the Scope of Work, including separate costs for tasks 3a and 3b as well as 4a and 4b. Hourly fees and corresponding hours per project staff per task should be included.

This project has a budget of approximately \$50,000 for the scope of work outlined in this RFP (not including task 3b and 4b). If elements of the proposed scope of work are expected to exceed budget, applicants should include details about scaling the scope of the project to meet the budget and/or the cost for elements outside the proposed budget. Boulder County reserves the right to revise the scope of work to meet funding availability.

#### **E. References**

Include a list of clients for which the consulting company has performed similar work. Include contact information for each client, with a maximum of five clients listed.

#### **F. Other**

- Copy of any contract or contract terms that you would require to be executed in this process
- Insurance Certificate
- W-9
- Signature Page
- Addendum Acknowledgements (if applicable)



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## EVALUATION CRITERIA

The proposals will be reviewed by a selection committee. The committee may request additional information from vendors 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 scoring matrix with the order and priority of criteria to be used by the county in its evaluation and selection process is shown below:**

<b>Description</b>	<b>Points</b>
Experience and Qualifications	60
Proposed Work Schedule and Workload Capacity	20
Cost Proposal	20
<b><i>Total Possible</i></b>	<b>100</b>

### **Experience and Qualifications**

The Experience and Qualifications criteria will be evaluated based on the unique qualifications of the consultant(s) and relevant project experience of the team. It is anticipated that the skills and experience needed to complete this scope of work will include hydraulic engineering and structural engineering, however, the proposers are encouraged to select a team that they deem most qualified to complete the scope of work as outlined in this RFP.

Specific experience and qualifications needed to complete this project include:

- Experience with site-specific evaluation tasks, including:
  - Communicating effectively with property owners
  - Evaluating flood risk for structures, including potential flood damage impacts
  - Completing alternatives analysis and making recommendations to mitigate flood risk
  - Interpreting technical analysis such as surveys and geotechnical assessments
  - Reviewing of building construction detail
  - Creating preliminary engineering design plans for relocation or elevation of structures, including estimating costs for elevating or relocating structures
  - Understanding of the FEMA benefit-cost analysis tools and which projects are most likely to be eligible for FMA funding


- Experience with FEMA National Flood Insurance Program and Flood Mitigation Assistance Programs and a demonstrated knowledge of mitigation options, eligibility requirements, and FEMA-approved benefit-costs analysis tools.
- Past successful experience applying for, and receiving, FMA grant awards for acquisition, relocation, or elevation projects.

**Proposed Work Schedule and Workload Capacity:**

Proposed Work Schedule and Workload Capacity criteria will be evaluated based on the demonstrated capacity of the consultant to complete the work prior to Dec. 31, 2020 and Task 2 and Task 3 by Sept. 1, 2020. This category will also be evaluated based on the demonstrated understanding of project components and scheduling.

**Cost Proposal**

The cost proposal criteria will be evaluated based on the reasonableness of the costs proposed.

		<p><b>Boulder County Purchasing</b>  <b>1325 Pearl Street</b>  <b>Boulder, CO 80302</b>  <a href="mailto:purchasing@bouldercounty.org">purchasing@bouldercounty.org</a></p> <p><b>SIGNATURE PAGE</b></p>
<b>Contact Information</b>		<b>Response</b>
Company Name including DBA		
List Type of Organization (Corporation, Partnership, etc.)		
Name, Title, and Email Address of Person Authorized to Contract with Boulder County		
Company Address		
Company Phone Number		
Company Website		

**By signing below I certify that:**

- I am authorized to bid on my company’s behalf.
- I am not currently an employee of Boulder County.
- None of my employees or agents is currently an employee of Boulder County.
- I am not related to any Boulder County employee or Elected Official.
- (Sole Proprietorships Only) I am not a Public Employees’ Retirement Association (PERA) retiree.

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

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

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



# BOULDER COUNTY (name of service contracting for) CONTRACT

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THIS CONTRACT ("Contract") is entered into between the County of Boulder, State of Colorado, acting by and through its Board of County Commissioners ("County") and (name of company) ("Contractor"), (collectively, the "Parties").

In consideration of the rights and obligations specified below, the County and the Contractor agree as follows:

1. Incorporation into Contract: The following documents (the "Contract Documents") are each expressly incorporated into this Contract by reference:

- a. *The Invitation for Bid and Bid Specifications of Boulder County Bid No. \_\_\_\_\_* together with any alterations and/or modifications to these Specifications (the "Bid Documents"); **[if applicable]**
- b. Contractor's proposal in response to the Bid Document (the "Proposal"); **[if applicable]**
- c. The scope of services, attached hereto as Exhibit A (the "Scope of Services"); **[if applicable]** and
- d. The fee schedule, attached hereto as Exhibit B (the "Fee Schedule"). **[if applicable]**

2. Work to be Performed: The Contractor will, in a good and workmanlike manner and at its own cost and expense, furnish all labor and equipment and do all work necessary and incidental to performing (specify type of work) as specified in the Contract Documents and this Contract (the "Work"). The Contractor shall perform the Work in strict accordance with the Bid Documents and this Contract.

3. Term of Contract: This Contract shall begin and become effective on the date of execution by the parties, which date is the date specified on the signature page of this Contract. Under this Contract, the Contractor shall begin Work on (date) and shall continue through (date).

4. Payment for Work Performed: In consideration of the Work to be performed by the Contractor, and subject to paragraph 14, the County shall pay to the Contractor, in accordance with the Bid Documents, \$ (contract price).

5. Extension and/or Renewal of Contract Term:

- a. The County, in its sole discretion, may elect to extend the term of this Contract. In the event the County elects to exercise this right, it shall send notice to Contractor, pursuant to paragraph 15, of its intent to extend the term of the Contract. The notice shall set forth the length of the extension.
- b. Upon mutual agreement by the parties, this Contract may be renewed for four additional one-year periods through date during which time this Contract shall

be in full force and effect, subject to the termination provisions of paragraph 14. If this option to renew is exercised, the parties shall execute a written agreement no later than thirty (30) days before the expiration of this Contract or any subsequent renewals.

- c. All of the provisions of this Contract shall remain in full force and effect during any extension or renewed term except that the scope of services and compensation to be paid to Contractor during any extension or renewed term shall be mutually agreed upon prior to the commencement of any extension or renewed term. The agreed upon scope of services and compensation shall be reduced to writing, signed by both parties, and attached to this Contract.
- d. **TEN CALENDAR DAYS BEFORE THE COMMENCEMENT OF ANY EXTENDED TERM THE CONTRACTOR SHALL SUBMIT TO THE COUNTY PROOF OF INSURANCE AS REQUIRED IN PARAGRAPH 9.**
- e. Should the Parties fail to agree upon the scope of services or compensation to be paid to Contractor for any extension or renewed term, or should Contractor fail to submit the required documents within the time period specified in paragraph 5(d), then this Contract shall terminate at the end of the then current term and no extension or renewal of the term of the Contract shall occur.

6. Quality of Performance: The Contractor shall perform the Contract in a manner satisfactory and acceptable to the County. The County shall be the sole judge of the quality of performance.

7. Schedule of Work: The Contractor shall perform the Work during the hours designated by the County so as to avoid inconvenience to the County and its personnel and interference with the County's operations.

8. Indemnity: The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to 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 the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control.

9. Insurance Requirements: The Contractor shall procure and maintain at its own expense, and without cost to the County, the following kinds and minimum amounts of insurance for purposes of insuring the liability risks which the Contractor has assumed until this Contract has expired or is terminated:

a. Commercial General Liability.

***Non-Construction contracts use the following language:***

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

***Construction Contracts only – include the following paragraph:***

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured endorsements CG 2010 (or equivalent), Designated Construction Projects General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured (for products/completed operations) 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 Products/Completed Operations coverage to be provided 2 years after completion of construction. An endorsement must be included with the certificate.

b. 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.

***This coverage may not be required if Contractor is not using a vehicle as part of its performance under the contract.***

c. 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.

***This coverage may not be required if contractor is not mandated under State law to maintain this coverage.***

d. Umbrella / Excess Insurance

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

e. Professional Liability (Errors and Omissions).

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a

period of two (2) years beginning at the time work under this Contract is completed.

f. **Pollution Liability.**

Coverage shall cover the Contractor's completed operations. The coverage must also include sudden and gradual pollution conditions including clean-up costs when mandated by governmental authority, when required by law or as a result of a third party claim. Minimum limits required are \$1,000,000 Per Loss and \$1,000,000 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.

g. **Commercial Crime Insurance / Third Party Fidelity Bond**

The Crime limit shall be \$1,000,000 Per Loss and include an endorsement for "Employee Theft of Client Property". This third party coverage can also be provided by obtaining a third party fidelity bond

h. **Privacy / Cyber Liability Insurance (HIPAA Compliance)**

As a provider of a service which *may* require the knowledge and retention of HIPPA sensitive personal information of clients served, the following minimum insurance limits are required:

- Contractors with 10 or fewer clients: \$50,000.
- Contractors with 11 – 15 clients: \$500,000.
- Contractors with more than 25 clients: \$1,000,000.

The Contractor shall provide a Certificate of Insurance to Boulder County demonstrating that the insurance requirements have been met prior to the commencement of Work under this Contract. Boulder County shall be named as an additional insured for General Liability and Pollution Liability, as designated in the 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.*

Contractor shall forward certificates of insurance directly to (\_\_\_\_) **Agency / Department Representative's Name & Address**).

**Notice of Cancellation:** Each insurance policy required by the insurance provisions of 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, the Contractor or its insurance broker shall notify the County of any cancellation, suspension, and/or nonrenewal of any insurance

within seven (7) days of receipt of insurers' notification to that effect.

Please forward certificates to the county representative named above.

10. Nondiscrimination: The Contractor agrees to 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 respecting discrimination and unfair employment practices. Boulder 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 and the Boulder County Policy manual (of which is available upon request).

11. Nondiscrimination Provisions Binding on Subcontractors: In all solicitations by the Contractor for any Work related to this Contract to be performed under a subcontract, either by competitive bidding or negotiation, the Contractor shall notify each potential subcontractor of the Contractor's obligations under this Contract, and of all pertinent regulations relative to nondiscrimination and unfair employment practices.

12. Information and Reports: The Contractor will provide to authorized governmental representatives, including those of the County, State and Federal Government, all information and reports which they may require for any purpose authorized by law. The Contractor will permit such authorized governmental representatives access to the Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where any information required by any such authorized government representative is in the exclusive possession of a person other than the Contractor, then such Contractor shall so certify to the County, and shall explain what efforts it has made to obtain the information.

13. Independent Contractor: The Parties recognize and agree that the Contractor is an independent contractor for all purposes, both legal and practical, in performing services under this Contract, and that the Contractor and its agents and employees are not agents or employees of Boulder County for any purpose. As an independent contractor, the Contractor shall be responsible for employing and directing such personnel and agents as it requires to perform the services purchased under this Contract, shall exercise complete authority over its personnel and agents, and shall be fully responsible for their actions.

**Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from Boulder County, its elected officials, agents, or any program administered or funded by Boulder County. Contractor shall be entitled to unemployment insurance or workers' compensation insurance only if unemployment compensation coverage or workers' compensation coverage is provided by Contractor, or some other entity that is not a party to this Contract. Contractor is obligated to pay federal and state income tax on any monies earned pursuant to this Contract.**

14. Termination and Related Remedies:

a. The other provisions of this Contract notwithstanding, financial obligations of Boulder County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. **Boulder**

**County is prohibited by law from making financial commitments beyond the term of its current fiscal year.** The County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor pursuant to paragraph 15, and will be released from any and all obligations hereunder. If the County terminates the Contract for this reason, the County and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination.

- b. The preceding provisions notwithstanding, the County may terminate this Contract, either in whole or in part, for any reason, whenever the County determines that such termination is in the County's best interests. Such termination shall be effective after the County provides seven (7) days written notice to the Contractor pursuant to paragraph 15.
- c. In the event the County exercises either of the termination rights specified in paragraphs 14(a) or 14(b), this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

15. Notices: For purposes of the notices required to be provided under paragraphs 5, 9, and 14, all such notices shall be in writing, and shall be either sent by Certified U.S. Mail - Return Receipt Requested, Electronic Mail, or hand-delivered to the following representatives of the parties at the following addresses:

For the County: (enter DH/EO's name, Department, Mailing and Email Address)  
For the Contractor: (enter Contractor's name, Mailing and Email Address)

In the event a notice is mailed pursuant to the provisions of this paragraph, the time periods specified in paragraph 14 shall commence to run on the day after the postmarked date of mailing.

16. 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. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

Contract payments may be withheld pursuant to C.R.S. § 38-26-107 if the County receives a verified statement that the Contractor has not paid amounts due to any person who has

supplied labor or materials for the project.

17. Prohibitions on Public Contract for Services:

Pursuant to Colorado Revised Statutes (C.R.S.), § 8-17.5-101, et seq., as amended, the Contractor shall meet the following requirements prior to signing this Contract (public contract for service) and for the duration thereof:

A. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

B. The Contractor 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 public contract for services.

C. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

D. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

E. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and, terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous sentence, the subcontractor does not stop employing or contracting with the illegal alien; except that the contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

G. If Contractor violates any provisions of this Section of this Contract the County may terminate this Contract for breach of contract. If the Contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

18. Amendments: This Contract may be altered, amended or repealed only on the mutual agreement of the County and the Contractor by a duly executed written instrument.

19. Assignment: This Contract shall not be assigned or subcontracted by the

Contractor without the prior written consent of the County.

20. Complete Agreement/Binding Effect: This agreement represents the complete agreement between the Parties hereto and shall be fully binding upon the successors, heirs, and assigns of the Parties, if any, during the term hereof.

21. Governing Law: The laws of the State of Colorado shall govern the interpretation and enforcement of this Contract. Any litigation that may arise between the parties involving the interpretation or enforcement of the terms of this Contract shall be initiated and pursued by the parties in the Courts of the 20<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

22. Breach: Any waiver of a breach of this Contract shall not be held to be a waiver of any other or subsequent breach of this Contract. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided herein or by law.

23. Termination of Prior Agreements: This Contract cancels and terminates, as of its effective date, all prior agreements between the parties relating to the services covered by this Contract, whether written or oral or partly written and partly oral.

24. Invalidity Provision: Should any of the provisions of this Contract be held to be invalid or unenforceable, then the balance of the agreement shall be held to be in full force and effect as though the invalid portion was not included; provided, however, that should the invalidity or unenforceability go to the essence of the agreement or be of substantial nature, then the Party or Parties who would receive the benefit of the provision, were it not invalid or unenforceable, shall have the option to terminate this Contract, forthwith.

25. Third Party Beneficiary: The enforcement of the terms and conditions of this Contract and all rights of action relating to such enforcement shall be strictly reserved to the County and the Contractor, and nothing contained in this Contract shall give or allow any claim or right of action whatsoever by any other or third person. It is the express intent of the parties to this Contract that any person receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

26. Conflict of Provisions: In the event of any conflict between the terms of this Contract and the terms of any attachments or addenda, the terms of this Contract shall control.

27. 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.

28. Execution by Counterparts; Electronic Signatures: This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a fully



executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to 121.

**[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.

Executed by Boulder County on \_\_\_\_\_.  
(date)

**COUNTY OF BOULDER  
STATE OF COLORADO**

**ATTEST:** \_\_\_\_\_

By: \_\_\_\_\_  
Administrative Assistant  
Clerk to the Board of Commissioners

(seal)

By: \_\_\_\_\_  
Cindy Domenico, Chair,  
Board of County Commissioners

Executed by Contractor on \_\_\_\_\_.  
(date)

**CONTRACTOR:**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

**CONTRACTOR’S CERTIFICATION OF COMPLIANCE**

Pursuant to Colorado Revised Statutes, § 8-17.5-101, et seq., as amended, as a prerequisite to entering into a contract for services with Boulder County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, et seq., in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

CONTRACTOR:

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name (Print or Type)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Note: Registration for the E-Verify Program can be completed at: <https://e-verify.uscis.gov/enroll/>.

## 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). Notwithstanding anything contained in the Contract or this Addendum, Contractor agrees to comply with all applicable provisions of 2 C.F.R. § 200 *et seq.*, as amended. 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:**

#### **Audit Rights**

*[All contracts]*

Boulder County and 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.

#### **Contracting with small and minority businesses, women’s business enterprises, and labor surplus area firms (2 C.F.R. § 200.321).**

*[All contracts]*

If subcontracts are to be let, Contractor must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. As set forth in 2 C.F.R. § 200.321(b)(1)-(5), such 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; and
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.

**Bonding requirements (2 C.F.R. § 200.325).**

*[Construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold as defined in 2 C.F.R. § 200.88 and set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions), 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]*

Except where the Federal awarding agency or pass-through entity has made a determination that alternative bonding policy and requirements adequately protect the Federal interest, Contractor agrees to comply with the following minimum bonding requirements:

- (a) Contractor must provide a bid guarantee 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 Contractor will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) Contractor must provide 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) Contractor must provide 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.

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

(A) *[For contracts for more than the simplified acquisition threshold, as defined in 2 C.F.R. § 200.88 and set by the Federal Acquisition Regulation at 48 CFR Subpart 2.1 (Definitions), 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]*

*[Note: In accordance with 2 C.F.R. § 200.318(a), Boulder County's documented procurement procedures require formal procurement processes for all procurements in an amount equal to or greater than \$50,000.]*

**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.