



Boulder County Purchasing
1325 Pearl Street
Boulder, CO 80302
purchasing@bouldercounty.org

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number:

7315-22

RFP Title:

PPDR Soil Sampling

RFP Questions Due:

March 1, 2022 – 2:00 p.m.

Submittal Due Date:

March 8, 2022 – 10:00 a.m.

Email Address:

purchasing@bouldercounty.org

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

PLEASE NOTE: Issuance of this RFP #7315-22 does **not** guarantee that Boulder County will procure any work set forth herein. The County reserves the right to procure, or decline to procure, services as determined by the County to be in its best interests. Any award made pursuant to this RFP #7315-22 shall be non-exclusive and the County shall retain its ability to enter into separate contracts for similar services from other vendors.

1. Purpose/Background

Beginning on December 30, 2021, grass wildfires and straight-line winds of epic proportions resulted in severe damage or total loss of more than 1,000 residential homes in Boulder County, including in the City of Louisville and Town of Superior (the “Marshall Fire”). The Marshall Fire involved hundreds of structure fires within a dense, and densely populated, area and generated a massive amount of structural debris across each jurisdiction. Debris removal at these properties is a top priority for Boulder County, to allow homeowners to begin rebuilding and to reduce the health and safety concerns related to ash, soot and debris. Recovery efforts for similar fire events in Oregon found it was necessary to test for and remove heavy metals and other toxins that may have migrated into the soil.

In Colorado, neither the Colorado Department of Public Health and Environment (CDPHE) nor Boulder County Public Health (BCPH) have existing soil sampling regulations in place. In an effort to apply the latest science and lessons learned from other states and locally, BCPH is hiring a consultant outside of this RFP to initiate a one-time soil sampling program to help establish naturally-occurring or anthropogenic metal concentrations in Boulder County. This sampling is not intended to be used for setting debris removal requirements or clean-up standards for this recovery effort, but it will provide background sampling profiles to be considered in determining soil sampling standards or requirements that could be applied to properties destroyed by the Marshall Fire.

This RFP describes general procedures suggested for soil sampling in relation to the Private Property Debris Removal (PPDR) program, which is Boulder County's coordinated private property debris removal program across unincorporated Boulder County, the City of Louisville, and Town of Superior. The procedures presented may require modification, based on site conditions, results from background sampling, and other factors and may not be applicable to each property participating in the PPDR program. Any necessary modifications or additional procedures will be included in site-specific plans or Sampling Plan Alteration Forms provided by the County as needed.

Specifications and a sample contract with a FEMA specific addendum are attached. The successful proposer shall execute the attached addendum as part of any contract with the county, and comply with all FEMA requirements set forth in that addendum. The County reserves the right to modify or add terms to the contract for this work.

2. Written Inquiries

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **March 1, 2022**. A response from the county to all inquiries will be posted and sent via email no later than **March 4, 2022**.

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 email box only, listed below, for time and date recording on or before **10:00 a.m. Mountain Time on March 8, 2022**.

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

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

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

Email purchasing@bouldercounty.org; identified as **RFP # 7315-22** in the subject line.

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.

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

Please be advised of the following contract term required for all Boulder County contracts effective 12/1/21:

COVID-19 Vaccine Requirement for Certain Contractors of County

On September 28, 2021, the Boulder County Board of Commissioners adopted a COVID-19 vaccine requirement policy that applies to, as relevant here, all employees of independent contractors of the County that perform county work in a county facility. For purposes of this policy, “perform work in a county facility” means any employee of an independent contractor that routinely performs more than fifteen (15) hours per month of county work that takes place in or on a county facility/property. Under the County’s COVID-19 vaccine requirement policy, these individuals are required to receive a COVID-19 vaccine unless a reasonable accommodation based on medical reasons or due to a sincerely held religious belief is requested and approved. The policy requires that, by December 1, 2021, all individuals to which the policy applies must be fully vaccinated and submit proof of vaccination or have an approved reasonable accommodation in place. Therefore, beginning December 1, 2021, any employees of Contractor that perform county work in a county facility must be in compliance with the County’s vaccine requirement policy unless Contractor can show proof that it is in compliance with its own COVID-19 vaccine requirement policy or is required by local, state, or federal law or regulation to be compliant with a COVID-19 vaccine requirement policy.

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 purchasing email address 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 Open Records Act, 24-72-201 et seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal or resulting contract will be clearly stated in the proposal and contract itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. Co-mingling of confidential/proprietary and other information is NOT acceptable. Proposals that do not properly identify confidential/proprietary information may be released in their entirety. Pricing totals contained in a proposal are not considered confidential.

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

11. Boulder County promotes the purchase/leasing of energy efficient materials and products with low toxicity levels when availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product but is not excessive.



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SPECIFICATIONS

1. PURPOSE

The purpose of this RFP is to gather a suggested sampling approach and corresponding pricing to support the associated soil and asbestos sampling tasks associated with the removal of debris, waste, and hazardous material resulting from the Marshall Fire (DR-1634-CO).

2. GENERAL HANDLING PROCEDURES

2.1 General Sample Handling

Solids may be collected as discrete, composite, or bulk samples for submittal for chemical analysis. Gravels and other debris larger than 4 millimeters collected from soils will be removed from samples to be submitted for chemical analysis unless otherwise specified in a site-specific Sample Analysis Plan (SAP). Samples will be placed in laboratory-supplied containers appropriate for the required analysis; labeled; and, when applicable, stored on ice.

Sampling tools may include stainless-steel trowels, hand augers, spoons, knives, and other tools. Samples can also be collected with clean-gloved hands.

2.2 Decontamination

Sampling equipment will be decontaminated at each site where samples are collected. Sampling equipment decontamination will be performed, at a minimum, between sample locations. Sampling equipment will be decontaminated using the following procedure:

- Rinse with water.
- Wash with nonphosphate detergent.
- Rinse with deionized water.

If waste containing nonaqueous-phase liquids or heavy staining is encountered, additional decontamination will be required as follows:

- Rinse with water.
- Wash with nonphosphate detergent.
- Rinse with water.
- Rinse with Liquinox solution.

- Rinse with deionized water.

A wet wipe will be used to remove fibers from materials that may be covered with asbestos. Wet wipes will be stored on site in trash bags along with personal protective equipment worn during sampling. Personal protective equipment will be disposed of during debris removal as either asbestos-containing material (ACM) or regular trash, pending sampling results for the associated property.

2.3 Sample Handling and Custody

Field sampling personnel will be responsible for the collection, labeling, description, documentation, handling, packaging, storage, and shipping of investigative samples obtained in the field. Proper sample handling and custody procedures are required in order to retain sample integrity, from collection in the field through laboratory analysis and data reporting.

2.3.1 Sample Identification

Field sampling personnel will be responsible for labeling samples and establishing identification. All data will be keyed to the sample's unique sample designation, which will be used on sample containers and associated field data forms as well as to key the sample identification in the project database.

The field personnel will clearly label each sample container, using permanent ink on a waterproof sample label, as soon as possible following collection. At a minimum, the following information will be written on the sample label:

- Unique sample identification code
- Time and date of collection
- Sampler's initials
- Name of contractor
- Site-specific project number
- Preservative, if appropriate

In order to maintain sample identification consistency in the project database, a unique sample identification code is assigned. Generally, sample identifications will consist of the following elements separated by a dash: (1) the parcel tax lot number; (2) the matrix or sample location type; and (3) a sequentially numbered sample station ID, as follows:

- County Tax Lot ID (if not available, alternative location ID will be specified; lot number will follow County Tax Lot ID in cases of mobile home parks or locations in which multiple lots are present on one Tax Lot).
- Matrix type:
 - SS = soil
 - ASH = ash
 - ACM = asbestos-containing material (bulk)
 - SP = stockpile soil
 - OTHER = other debris

- Numbered sample station ID:
 - Station IDs shall always be unique
- Additional sample ID modifiers:
 - Composite samples will include a “CS” at the end of the ID (ash/debris samples will typically be composite samples).
 - Field duplicates will include a “B” at the end of the ID.

For example, an asbestos sample collected at Boulder County Parcel No. 381W100003402 would have the following sample ID: 381W100003402-ACM-001. A soil sample collected on the same parcel would have the following sample ID: 381W100003402-SS-001. If initial soil results indicate that elevated concentrations are still present and additional soil removal and confirmation samples are necessary at that station ID location, subsequent soil samples will be differentiated using the sample collection date.

2.3.2 Sample Custody

The sampling personnel and analytical laboratory contractor(s) will be responsible for following sample custody procedures during sampling and analysis, as well as for providing sample tracking. Sample custody procedures will be used to document the history of samples from sample collection through shipment, analysis, and disposal. Samples and sample documentation will be maintained in the physical possession of authorized field personnel or under their control in a secure location.

2.3.2.1 Sample Custody in Field

The field investigation personnel will be responsible for completing the chain of custody (COC) forms (provided by the contract laboratory) upon sample collection. Each COC form will contain, at a minimum, the following information:

- Project number
- Project name
- Project manager
- Unique sample identification code
- Time and date of collection
- Field personnel sampler’s name
- Separate shipping papers
- Signature, printed name, and organization name of all persons having custody of samples; date and time of transfer
- Sample matrix
- Sample preservation
- Quantity of sample containers
- Requested analyses for each sample
- Requested analytical turnaround time
- Any additional information on requested analysis, such as holding time and specific matrix spike and matrix spike duplicate samples

2.3.2.2 Sample Packaging and Shipment

Persons in possession of the samples will be required to sign and date the COC form whenever samples are transferred between individuals or organizations (the freight carrier is an exception).

While courier service directly to the laboratory is preferred, there may be some instances when samples will have to be shipped. When samples will be shipped via air and ground transportation (by a third party), the following custody procedures will be followed. Samples will be packed in shipping containers. The top copy of the COC form will accompany the samples. The person shipping the samples will retain a second copy of the COC and shipping forms to allow sample tracking. The COC form will accompany the samples from point of release from the project field site to the laboratory.

Field investigation contractor personnel will be responsible for packaging and shipping all samples in accordance with the current and applicable U.S. Department of Transportation regulations, with the current and applicable International Air Transport Association Dangerous Goods Regulations, and with project-specific standard operating procedures. Receipts of shipping bills will be retained as part of the permanent documentation.

The laboratory will implement its in-house custody procedures, which begin when sample custody is transferred to laboratory personnel.

2.3.2.3 Sample Custody in the Laboratory

The analytical laboratory contractor's sample custodian will be responsible for handling and documentation of samples received at the laboratory. The designated sample custodian will accept custody of the received samples and will verify that the COC form matches the samples received. The shipping container or set of containers will be given a laboratory identification number, and each sample will be assigned a unique sequential identification number.

2.3.3 Sample Documentation and Records

2.3.3.1 Field Logbooks and Forms

Field investigation contractor personnel will be responsible for maintaining a bound field notebook or digital notes that will provide a daily record of significant events that occurred and observations and measurements that were made during field investigations. All entries will be signed and dated. Each sample collected will require a separate entry. Field logbooks and forms will be transferred to the contractor's project files at the end of field activities to provide a record of sampling. Electronic forms may also be used to record the information described above. Copies of the contractor field logbooks and forms will be made available to CDR Maguire, Inc., and Boulder County on request.

2.3.4.1 Field Duplicate Samples

Field duplicate samples are collected to assess reproducibility of field procedures. For nonaqueous matrices, sample heterogeneity may affect the measured precision for the duplicate

sample. Field duplicate samples will be collected following the same procedures used to collect investigative samples. They will be collected from the same location and depth interval as the parent-investigative sample immediately after the parent-investigative sample is collected.

2.4 Containers, Preservation, and Volume

Container and preservation requirements and suggested sample volume consistent with the specific analytical methods are included in Table 2-2.

2.5 Analytical Methods

Typical analytical methods and preferred reporting limits are summarized in Table 2-3. These items will be reviewed during the verification process described in Section 5 of this SAP. Soil sample and asbestos sample results will be received with a rush turnaround time, and therefore the selected laboratory will provide an electronic data deliverable (EDD). As a result, data evaluation will be conducted on the EDD data only. The data validation process provides a thorough review of sample processing protocols and may result in additions or changes to reported result qualifiers.

3. HAZARDOUS BUILDING MATERIALS AND ASH DEBRIS

3.1 Asbestos-Containing Material

For all foundations that will be removed, asbestos sampling will be required before the concrete can be recycled. Asbestos sampling is also required for chimneys if they are designated to be recycled and safe to inspect.

Addressing asbestos in residential buildings only partially damaged by the fire and where sampling building materials for the presence of asbestos can be done safely:
Remaining building materials must be inspected by a Colorado certified asbestos building inspector prior to renovation/demolition or debris handling activities impacting the building materials. If asbestos-containing material(s) is present in amounts greater than the trigger levels, and the materials would be disturbed by renovation or demolition activities, they must be removed and disposed of in accordance with Colorado Regulation No. 8, Part B - Asbestos.

If there is known asbestos-containing material above regulatory trigger levels in a residential building, the owner must follow the requirements of Colorado Regulation No. 8, Part B. For buildings that had been previously inspected and found to contain asbestos-containing materials or were previously known to contain asbestos in amounts greater than the state trigger levels, and these materials would be disturbed by renovation or demolition activities, they must be removed and disposed of in accordance with Colorado Regulation No. 8, Part B - Asbestos.

Ash and debris from burned structures may contain toxic substances due to the many synthetic and other materials that may have been present in buildings. For example, car batteries or mercury light bulbs, lead-based paint, plastic items, and other potentially toxic materials may have been present in the buildings prior to the fire. Entry into buildings that are partially damaged by the fire or handling any ash or debris from buildings is not recommended. At minimum, people should wear protective clothing and equipment to avoid skin contact with debris and inhalation of

ash. Those responding to and who are impacted by the Marshall Wildfire need to make sure they are protected against tetanus. Tetanus vaccine (Tdap, DTaP, or TD) is recommended for anyone who does not have a documented dose within the past 10 years. Tetanus vaccines for first responders and residents are available, regardless of insurance status at Boulder County Public Health. Please call (303) 413-7799 or email PHIMM@bouldercounty.org.

One particular concern in handling debris from residential structures damaged or destroyed by wildfires is the possible exposure to asbestos fibers. Asbestos is a known carcinogen and exposure to asbestos fibers can cause or contribute to the development of various diseases including asbestosis, mesothelioma and lung cancer. Asbestos fibers have been commonly used in a variety of building materials including wall and ceiling textures, drywall, insulation, sheet vinyl flooring and floor tiles.

Asbestos-containing materials that are in good condition should not pose a hazard. However, materials that are damaged or disturbed can release asbestos fibers creating a potential exposure risk for building occupants and neighbors. To address this, Colorado law has detailed requirements related to the proper identification, handling and disposal of asbestos-containing materials.

Colorado enforces asbestos requirements under Colorado Regulation No. 8, Part B. For residential properties, including commercial residential buildings with four or fewer dwelling units, the Colorado Department of Public Health and Environment is able to waive some of the asbestos requirements of Colorado Regulation 8, Part B.

For residential buildings that are damaged or completely destroyed by wildfires, following all of these requirements may not be possible or feasible. In recognition of this, the following modified procedures for dealing with residential structures damaged or destroyed by these wildfires must be followed:

* Addressing asbestos in residential buildings completely destroyed by the fire where only ash and debris remain, or where sampling building materials for the presence of asbestos cannot be done safely.

Sampling locations will be chosen by the accredited inspectors, based on identification of suspected ACM, presumed material type, and accessibility of those locations. It is assumed that some sample locations may not be accessible because of structural or safety concerns (chimney remnants, basements, or void spaces, etc.). In these instances where ash and debris are inaccessible, the property and associated debris will be presumed to contain ACM and will be treated and disposed of as such. Samples will be extracted using hand tools and will be placed into sealed, labeled sample bags. Upon collection of the bulk sample, the following information will be recorded on the field sampling data sheet:

- Date of sample collection
- Quantity of the material
- Physical condition of the material (assessment category and whether the material is friable)
- Description of the material
- Location and photograph of the material

When layers are present in the building material, they will be penetrated and each layer incorporated into each sample. Bulk samples cannot be composited for analysis. Samples will be sent to an NVLAP-accredited laboratory for analysis by U.S. Environmental Protection Agency (EPA) Polarized Light Microscopy Method 600/R-93-116.

3.2 Reporting

The asbestos survey report associated with a property will include the following:

- The date or dates on which the survey was performed
- The phone number and a copy of the certificate of each accredited inspector who performed the survey
- Site address and location where the survey was performed
- Name and phone number of the owner or operator (i.e., the contractor performing the abatement work) at the facility where the survey was performed
- Description of the facility and area surveyed, including its past use, area square footage, approximate construction date (if known), and number of floors
- The purpose of the survey (fire-damage cleanup)
- Detailed description of limitations on the thoroughness of the survey (i.e., accessibility)
- A table listing all of the homogeneous materials sampled, including percent asbestos and type, physical description of the material, location where it was collected, condition of material (i.e., good vs. bad), friable or nonfriable, and the approximate quantity of material
- Recommendations on response actions
- Copy of the laboratory report and COC

4. SOIL REMOVAL

Ash and debris may include various hazardous materials. Toxic metals, such as arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver, are most often present following a fire. These and other substances may contaminate the soil beneath the ash- and debris-impacted area.

Field-portable x-ray fluorescence (XRF) analyzers have become a key tool for soil analysis in the characterization, remediation, and monitoring of metals-contaminated soil sites. XRF procedures will be used to help inform excavation and removal activities in real time. Laboratory analysis of soil samples collected from the bottom of the excavation will be used to confirm XRF readings and verify that cleanup goals have been met. In the event that concentrations still exceed cleanup goals, additional removal will be performed until those goals are achieved and cleanup is complete.

At the start of the project, XRF and confirmation soil samples will be collected in tandem from the excavation bottom. If a correlation becomes apparent and there is approval by Boulder County, there may be an option to switch to just XRF readings to confirm that cleanup is complete. That will be determined by the agencies.

Procedures for XRF and soil sampling are described below.

4.1 XRF Measurement

XRF field screening methods will be conducted generally consistent with EPA Method 6200 and the XRF manufacturer's instructions. The vendor or manufacturer will calibrate the XRF prior to use. The XRF model deployed in the field will be field-portable and will meet the detection limit requirements specified in Table 4-1.

This section describes general XRF field procedures, different methods (in situ and ex situ) that may be used during projects, and XRF and laboratory data comparisons.

4.1.1 General XRF Field Procedures

The metals concentrations measured using a field-portable XRF will be recorded on a Solids Field Sampling Form (Appendix A) and electronic sampling forms. General observations and material classification will also be recorded. The metals concentrations measured by the XRF may be used to aid visual determinations of lithologic changes to better define and characterize samples of interest.

Field personnel will follow the manufacturer's instructions as well as the programmatic and site specific health and safety plans to safely operate the field-portable XRF device. Depending on the goals of XRF analysis, and as described in a site-specific SAP, further processing may be required after sample collection and before sample analysis. The procedures provided here are for measurement of soil and unsaturated sediment. Any additional processing procedures needed for analysis of saturated soils or sediments will be included in site-specific SAPs.

Field procedures for improving data quality are as follows:

- Shot time—the shot (measurement) time is user selectable. The length of XRF shot will depend on the model being used and should be configured according to the manufacturer's recommendations for the project goals, metals, and media of interest. Shot times of 60 seconds are typical.
- Sample positioning—Inconsistent positioning of samples in front of the probe window is a potential source of error. For the best results, the window of the XRF should be in direct contact with the sample or should closely contact the sample through an appropriately sized, clear, thin-walled, plastic bag, which means that the sample and the bag should be flat and smooth to provide a good contact surface.
- Blank samples—These samples, which contain no metals, are used to evaluate XRF performance. Blank samples will be provided by the XRF vendor and analyzed once per field day in which XRF is used. Blank measurements will be recorded on the form provided in Appendix B, or on a similar form provided by your lab. If there are detections in the blank, the field staff will notify the project's quality assurance manager (QAM) or project manager.
- Reference material checks—These samples, which contain known concentrations of metals, are used to evaluate XRF performance. Reference material check samples containing metals of interest at measurable concentrations will be provided by the XRF vendor and analyzed at the beginning, middle, and end of each field day in which XRF is used. Reference material check measurements will be recorded on the form provided in Appendix B or equivalent form. If measured concentrations are plus or minus 20 percent of the actual concentrations, the field staff will notify the project's QAM or project manager.
- Laboratory confirmation samples—Laboratory confirmation samples evaluate the

accuracy of XRF measurements made in the field. These samples are analyzed by XRF and then sent to the laboratory for confirmation analysis. These samples will initially be submitted at a rate of 100 percent. If the XRF data compare sufficiently with the lab data, then Boulder County may opt to reduce the lab confirmation sampling rate to a lower percent. Laboratory confirmation sample results will be compared to the XRF results, as described in the Comparability of Data section below.

- Large or unrepresentative debris will be removed from the sample surface before analysis. This debris may include rocks, pebbles, leaves, vegetation, roots, and concrete.

4.1.2 XRF Field Methods

4.1.2.1 In Situ

This method may be used during ash and debris removal to roughly define the extent of contamination and to help guide ash and debris removal. An XRF reading is taken directly from the soil on the ground surface through a dedicated, clean plastic baggie or sheet.

Per EPA Method 6200:

For in-situ analysis, remove any large or nonrepresentative debris from the soil surface before analysis. This debris includes rocks, pebbles, leaves, vegetation, roots, and concrete. Also, the soil surface must be as smooth as possible so that the probe window will have good contact with the surface. This may require some leveling of the surface with a stainless-steel trowel. During the study conducted to provide example performance data for this method, this modest amount of sample preparation was found to take less than 5 min per sample location. The last requirement is that the soil or sediment not be saturated with water. Manufacturers state that their FPXRF instruments will perform adequately for soils with moisture contents of 5 to 20 percent but will not perform well for saturated soils, especially if ponded water exists on the surface. Another recommended technique for in-situ analysis is to tamp the soil to increase soil density and compactness for better repeatability and representativeness. This condition is especially important for heavy element analysis, such as barium. Source count times for in-situ analysis usually range from 30 to 120 seconds, but source count times will vary among instruments and depending on the desired method sensitivity. Due to the heterogeneous nature of the soil sample, in-situ analysis can provide only “screening” type data.

In situ XRF data should be used only for directing the field investigation to determine lateral and vertical extents of contamination that will be confirmed with ex situ XRF readings and laboratory analysis as described below.

4.1.2.2 Ex Situ

This method will be used for confirmation soil sampling described in Section 4.2. It generally follows the intrusive (ex situ) process described in EPA Method 6200. Soil is removed from the ground or the sampling apparatus, large rocks and debris are removed, and the remaining material is mixed in a thin plastic bag or bowl. The material is then homogenized (or sieved if the sample is being collected as part of remedial action construction). The measurement is then taken from a bag containing the homogenized material. According to EPA Method 6200, a moisture

content between 5 and 20 percent will produce very minimal error in XRF readings. Initial laboratory analysis will confirm 100 percent of ex situ XRF measurements, as described in Section 4.1.1, and therefore drying is not required.

4.1.2.3 Comparability of Data

According to EPA Method 6200, comparability refers to the confidence with which one data set can be compared to another. In this case, the generated XRF data are typically compared to EPA SW-846 Methods 6010/6020 for 7471 (mercury only), which are the standard soil analysis methods used in environmental laboratories. An evaluation of comparability should be conducted using linear regression analysis including the y-intercept, the slope of the line, and the coefficient of determination (r²).

Per EPA Method 6200:

The confirmatory laboratory samples should be selected from the lower, middle, and upper range of concentrations measured by the FPXRF. They should also include samples with analyte concentrations at or near the site action levels. The results of the confirmatory analysis and FPXRF analyses should be evaluated with a least squares linear regression analysis. If the measured concentrations span more than one order of magnitude, the data should be log-transformed to standardize variance which is proportional to the magnitude of measurement. The correlation coefficient (r) for the results should be 0.7 or greater for the FPXRF data to be considered screening level data. If the r is 0.9 or greater and inferential statistics indicate the FPXRF data and the confirmatory data are statistically equivalent at a 99 percent confidence level, the data could potentially meet definitive level data criteria.

XRF data with a good correlation to laboratory data could still be skewed, underestimating lead or other metals’ concentrations, depending on the slope of the linear regression. The slope should be considered when determining the comparability of the data. XRF data are plotted on the x-axis, and lab data are plotted on the y-axis; therefore, calculated slopes (>1) indicate that XRF data are underestimating the lab data. If the calculated slopes are less than one, they would indicate that XRF results are overestimating laboratory results and are a conservative field indicator.

4.2 Confirmation Soil Sampling

Confirmation soil sampling will be conducted immediately following the completion of wildfire debris removal activities. The following table shows the suggested number of samples per property, as well as the anticipated number of samples per operational area.

Est. SF of Ash Footprint	# of Samples	Operation1	Operation2	Operation3
0 to 100 SF	1			
101 to 1,000 SF	2			
1,001 to 1,500 SF	3		293	445
1,501 to 2,000 SF	4	84		
2,001 to 5,000 SF	5			
Greater than 5,000 SF	Consult with BCPH			

Excavations will be advanced until visually clean, or approximately 3 to 6 inches or until the XRF indicates that concentrations of metals in remaining soil are acceptable. The soil throughout the excavation will be visually inspected to determine the lithology and will be described in field sample forms.

Samples may be collected from the excavation itself if conditions are safe (e.g., excavation wall no higher than 4 feet) by use of a decontaminated stainless-steel tool or a clean-gloved hand. If the excavation is unsafe for entry, then the excavators will be directed to collect samples with the excavator bucket, using a clean-gloved hand and sampling from material not in contact with the excavation equipment itself. Samples will be prepared, handled, and documented as follows:

- New, disposable gloves will be used for the collection of each sample.
- Sampling equipment will be decontaminated before it is used at each sampling location.
- Samples will be obtained from intervals specified in the field, in accordance with the table immediately above. The sampling interval may be changed to reflect project objectives and/or field conditions. Generally, if the ash/debris footprint is square, then sample locations will be chosen using a “dice” pattern that corresponds to the number of samples to be collected. If the structure/ash/debris footprint is in more of a “U” or “L” shape, then samples will be collected from evenly spaced locations throughout the area.
- Field-portable XRF technology will be used to characterize solids. The XRF concentrations of contaminants of concern may be used to aid visual determinations of lithologic changes to better define the potential presence of metals and the sampling depth intervals of interest. Solids will be screened by XRF to obtain field measurements of metal concentrations. XRF field screening will follow the procedures described in Section 4.1.
- Samples for laboratory analysis will be transferred directly from the sampling device or stainless-steel bowl into laboratory-supplied glass jars, using a gloved hand or a decontaminated stainless-steel spoon, trowel, or knife. If samples from a depth interval are homogenized or composited, the subsamples will be processed using the protocols discussed in Section 4.3.
- Soil field forms will include the project name and location; the name of the field sampler; the sampling method; the sample type (soil confirmation, ash/debris characterization) the soil sample depth; the depth of groundwater encountered (if applicable); the total excavation depth (if known); and a description of material encountered. Sampled material will be described including estimated percentages of fines, sand, gravel, cobbles, color, grain size, moisture content, density, organic matter, and other observed characteristics.

4.3 Compositing and Homogenization

Compositing and homogenization use the following procedures and can be performed for various types of solid media. Approximately the same volume of subsamples will be collected with a gloved hand, decontaminated tools, or dedicated tools. Gloves will be changed and the tools decontaminated between composited samples. To the extent possible, subsamples collected in the field should consist of fine-particle-sized material with gravels larger than 4 millimeters removed, unless directed otherwise by the site-specific SAP. Subsamples will be thoroughly mixed in a decontaminated stainless-steel bowl or a dedicated clear plastic zipper bag and then transferred to a laboratory-supplied container.

4.5 Analytical

Confirmation soil samples will be analyzed for the Resource Conservation and Recovery Act (RCRA) eight metals (arsenic, barium, cadmium, chromium, lead, mercury, selenium, and silver), and can be completed using methods identified in Table 2-3, or equivalent form suggested in your proposal. It is possible that analytical will be required for California Code of Regulations Title 22 metals. Please provide suggested methods for Title 22. Soil sample results will be received with a rush turnaround time, and therefore the selected laboratory will provide an electronic data deliverable (EDD). As a result, data evaluation will be conducted on the EDD data only. The data validation process provides a thorough review of sample processing protocols and may result in additions or changes to reported result qualifiers.

4.5.1 Screening Criteria

The cleanup goals for this project are based on risk-based concentrations and regional background concentrations of metals in soil, established by the BCPH. For each individual metal, if the background concentration is below the screening level, then the cleanup goal is the screening level. If the background concentration exceeds the screening level, then the cleanup goal is the background concentration.

As directed by Boulder County, confirmation sampling results will be compared to the established cleanup goals to assess the effectiveness of the ash and debris removal. If any of the confirmation sampling results exceeds the cleanup goals, then the parcel will be further excavated at the direction of the operations chief. The parcel will be sampled again after the excavation is complete. The table below provides the suggested cleanup goals for this project.

Confirmation Soil Screening Criteria		
Metal	Health Screening Level (mg/kg)	Cleanup Level Basis
Arsenic	19	Background
Barium	15,000	Health Screen
Cadmium	71	Health Screen
Chromium	120,000	Health Screen
Lead	400	Health Screen
Mercury	23	Health Screen
Selenium	390	Health Screen
Silver	390	Health Screen

5. DATA REVIEW AND VERIFICATION

5.1 2 Data Review, Verification, and Validation

Data verification is the process of evaluating the completeness, correctness, and compliance of a specific data set against the method, procedural, or contractual specifications. Data validation is confirmation by examination and provision of objective evidence that the particular requirements for specific intended use have been fulfilled and is an analyte- and sample-specific

process that extends the evaluation of data beyond method, procedural, or contractual compliance (i.e., data verification) to the analytical quality of a specific data set. Data review, verification, and validation will be conducted consistent with this programmatic SAP. All data will be verified as described in this section. Data validation will be conducted only at the request of Boulder County.

5.2 Data Verification Methods

5.2.1 Laboratory Data Verification Methods

The laboratory analyst will be responsible for the reduction of raw data generated at the laboratory bench and verification that data reduction performed by the laboratory instrument or Laboratory Information Management System is correct.

The following data verification QC checks will be performed for all generated data, unless otherwise specified in your proposal:

- Verify that batch QC samples were analyzed at the specified frequency.
- Verify that calibrations and calibration checks comply with laboratory criteria.
- Verify that holding times for extraction, analyses, and sample preservation were met.
- Verify that the quantitation limits and method detection limits were met.
- Verify that all project and QC sample results were properly reported and appropriately flagged for any failing laboratory QC or as necessary to address other data quality issues.
- Review COC documentation to verify completeness of the sample set for each data package submitted.
- Assess the impact of laboratory and field QC results.

These QC checks will be performed by the consultant chemists upon sample receipt but also by the laboratory analysts, the assigned laboratory project manager or supervisor, laboratory QC specialists, or a combination of these personnel before a laboratory report is sent out as final. After the data reports have been reviewed and verified, the laboratory reports will be signed and released for distribution and verification by the consultant chemist.

5.2.2 Field Data Verification Methods

Field data collected during field activities will be evaluated for usability by a quality assurance review that consists of checking procedures followed and comparing the data to previous measurements. Field QC samples may be evaluated, when collected, to ensure that field measurements have been taken and sampling protocols have been followed.

The field data verification process will be performed at two levels. The first level, which will be conducted at the time of collection, consists of following standard procedures and QC checks. The second level will be performed during compilation of field data and will include checks for data anomalies. Anomalies or inconsistent data will be resolved by seeking clarification from field personnel responsible for collecting the data and will be documented during the data verification process.



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TABLES

Table 2-2
Containers, Preservation, and Holding Times
Sampling and Analysis Plan
Boulder County Private Property Debris & Hazard Tree Removal

Matrix	Preferred Method	Analysis	Field Container Preservative	Holding Time (Days)	Sample Container ^(a)
Soil	EPA 6020A or 6010B ^(b)	Total Metals (As, Ba, Cd, Cr, Pb, Se, Ag)	None	180	4 or 8 oz glass jar or small plastic bag
	EPA 6020A ^(b) or 7471A ^(b)	Mercury	4 °C	28	
	EPA 1311/6020A or 6010B	TCLP Metals (As, Ba, Cd, Cr, Pb, Se, Ag)	None	180	4 or 8 oz glass jar
	EPA 1311/6020A or 7471A	TCLP Mercury	4 °C	28	
Building Materials	EPA 600/R-93/116 1993	Asbestos	None	None	Resealable plastic bag or glass/plastic jar

NOTES:

Ag = silver.
 As = arsenic.
 Ba = barium.
 Cd = cadmium.
 Cr = chromium.
 Pb = lead.
 Se = selenium.
 °C = degrees Celsius
 EPA = U.S. Environmental Protection Agency.
 ml = milliliter.
 BC= Boulder County.
 oz = ounce.
 TCLP = toxicity characteristic leaching procedure.
 VOA = volatile organic analysis.

(a) Various sample analyses can be combined in same container. Field samplers will consult with laboratory before combining sample volumes.

(b) Laboratory will report percent moisture along with metals results.

**Table 2-3
Potential Contaminants of Concern-Soil
Preferred Analytical Methods and Reporting Limits
Sampling and Analysis Plan
BC Private Property Debris & Hazard Tree Removal**

Analyte	Reporting Limit	Units	Preferred
Total Metals			
Arsenic	1.00	mg/kg dry wt	EPA 6020A or 6010B
Barium	1.00	mg/kg dry wt	EPA 6020A or 6010B
Cadmium	0.20	mg/kg dry wt	EPA 6020A or 6010B
Chromium	1.00	mg/kg dry wt	EPA 6020A or 6010B
Lead	0.20	mg/kg dry wt	EPA 6020A or 6010B
Mercury	0.08	mg/kg dry wt	EPA 6020A or 7471A
Selenium	1.00	mg/kg dry wt	EPA 6020A or 6010B
Silver	0.20	mg/kg dry wt	EPA 6020A or 6010B
TCLP Metals			
Arsenic	0.10	mg/L	EPA 1311/6020A or 6010B
Barium	5.00	mg/L	EPA 1311/6020A or 6010B
Cadmium	0.10	mg/L	EPA 1311/6020A or 6010B
Chromium	0.10	mg/L	EPA 1311/6020A or 6010B
Lead	0.05	mg/L	EPA 1311/6020A or 6010B
Mercury	0.007	mg/L	EPA 1311/6020B or 7471A
Selenium	.010	mg/L	EPA 1311/6020A or 6010B
Silver	0.10	mg/L	EPA 1311/6020A or 6010B

NOTES:

dry wt = dry weight.

EPA = U.S. Environmental Protection Agency.

mg/kg = milligrams per kilogram.

mg/L = milligrams per liter.

BC= Boulder County.

TCLP = toxicity characteristic leaching procedure.

Table 4-1
Field Parameter Requirements
Sampling and Analysis Plan
BC Private Property Debris & Hazard Tree Removal

Analyte	Method	Accuracy	Detection Ranges
In situ arsenic	FPXRF	±20%	> 1 mg/kg
In situ barium	FPXRF	±20%	> 5 mg/kg
In situ cadmium	FPXRF	±20%	> 8 mg/kg
In situ chromium	FPXRF	±20%	> 3 mg/kg
In situ lead	FPXRF	±20%	> 2 mg/kg
In situ mercury	FPXRF	±20%	> 2 mg/kg
In situ selenium	FPXRF	±20%	> 1 mg/kg
In situ silver	FPXRF	±20%	> 6 mg/kg
Notes: FPXRF = field-portable x-ray fluorescence. mg/kg = milligrams per kilogram. BC = Boulder County.			



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SOLIDS FIELD SAMPLING FORM

**Solids Field Sampling Form
 Sampling and Analysis Plan
 BC Private Property Debris & Hazard Tree Removal Project**

Sample ID	Date/Time	XRF Concentrations (mg/kg)							
		Arsenic	Barium	Cadmium	Chromium	Lead	Mercury	Selenium	Silver

NOTES:
 mg/kg = milligrams per kilograms.
 BC = Boulder County
 XRF = x-ray fluorescence.

Sampler Name _____ MFA Field Chemist _____
 Page ___ of _____ Date Received _____



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XRF QUALITY ASSURANCE FIELD SHEET

Project No:	Field Staff:
Project Name:	XRF Model/Manufacturer:
Client:	XRF Serial No:

QA Type	Date	Time	Arsenic	Barium	Cadmium	Chromium	Lead	Mercury	Selenium	Silver
Blank										
Standard										
Replicate 1										
Replicate 2										
Replicate 3										
Replicate 4										
Replicate 5										
Replicate 6										
Replicate 7										
Blank										
Standard										
Replicate 1										
Replicate 2										
Replicate 3										
Replicate 4										
Replicate 5										
Replicate 6										
Replicate 7										
Blank										
Standard										
Replicate 1										
Replicate 2										
Replicate 3										

Replicate 4										
Replicate 5										
Replicate 6										
Replicate 7										

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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS

Commercial General Liability

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

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.

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.

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.

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.

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

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: County of Boulder, State of Colorado, a body corporate and politic, and Boulder County Public Health, a political subdivision of the State of Colorado, are named as Additional Insureds.

***In regards to General Liability, Umbrella/Excess Liability, and Pollution Liability:
If any or all of these coverages are required above, additional insured status will be required at the time a contract is executed.**

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. You are NOT required to include additional insured status until the time a contract is executed.

If you require a waiver of insurance requirements (e.g. Workers' Compensation and sole proprietorships) you may request one in your response with an explanation.

W-9 REQUIREMENT

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

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
	Name and Address of the Partners and Subcontractors if applicable
	A detailed rate sheet with a proposed all-inclusive total cost
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the Sample Contract contained in this BID. Specifically list any deviations and provide justification for each deviation.
	Submit three references for similar projects your company has completed within the last three years and contact information
	Insurance Certificate
	SAM.gov Business Registration
	DUNS Number
	W-9
	Signature Page
	Addendum Acknowledgement(s) (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:

- Proposed pricing
- Proposed timeline
- Ability of the vendor to provide quality and timely products and services
- Qualifications and relevant experience of the vendor

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
Proposed Pricing	50
Proposed Timeline	30
Ability to Provide Quality and Timely Products and Services	10
Qualifications/Relevant Experience	10
Total Possible	100



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SIGNATURE PAGE

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

By signing below I certify that:

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

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

Date

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

BOULDER COUNTY SAMPLE CONTRACT

THIS CONTRACT ("Contract") is entered into by and between the Board of County Commissioners on behalf of the County of Boulder, State of Colorado, a body corporate and politic, for the benefit of the [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 agrees to perform the services as required by this Contract (the "Work"). County will assign Work on an as-needed basis. County may enter into contracts with other contractors to provide services the same as or similar to the Work. Individual scopes of work, costs, start dates, and any other relevant project details must be agreed to in writing by both Parties prior to start of such Work and such project-specific documents shall be incorporated into this Contract upon acceptance. **Contractor acknowledges that this contract does not guarantee Contractor any amount of Work.** Upon receipt of an assignment, Contractor will provide all labor and equipment and do all tasks necessary and incidental to performing the Work as described in the **Details Summary, Contract Documents,** and the project-specific documents mutually agreed upon in writing. 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.
 - a. **Time is of the essence with respect to Contractor's obligations in performing the Work.** By signing this Contract, Contractor certifies that it has sufficient resources capable of swift deployment to expediently complete the Work.

 - b. Contractor shall ensure that it has received all required approvals from the County and property owners before performing any Work on their property. Contractor shall not perform any Work on properties for which Contractor lacks sufficient consent and approvals.

3. **Term of Contract:** The **Contract Term** begins on the **Start Date** and expires on the **Expiration Date**, unless terminated sooner. All the Work must be performed during the **Contract Term**.

4. **Payment for Work Performed:** In consideration of the Work performed by Contractor, and subject to conditions contained in this Contract, County will pay an amount not to exceed the **Contract Amount** to Contractor in accordance with the **Contract Documents**. The **Contract Amount** is a not-to-exceed amount for the **Contract Term**. The cost of services shall be established on an as-needed, as-requested basis consistent with the terms of this Contract.

5. **Invoicing:** Contractor will promptly provide a copy of its Form W-9 and invoice template to County upon request. Contractor must submit an invoice to the County by the fifteenth (15th) day of the month for completion of any Work performed in the prior calendar month. All invoices submitted require the following components: Contractor's name and address (submitted W-9 address must match remit address), detailed description of services, dates of services, itemization of labor and materials costs, "Bill to: Boulder County" language, payment remittance address, payer, name and address, date of invoice, unique invoice number,

and total amount due. Contractor must send all completed invoices to the **Invoice Contact** in the **Details Summary**. County may require delivery of invoices by email. Failure to submit invoices in a timely manner and in accordance with the terms of this Contract may cause a delay in payment. County may recoup any damages incurred because of Contractor's failure to submit invoices pursuant to the terms of this paragraph. County's acceptance or payment of an invoice will not constitute acceptance of any Work performed under this Contract.

6. Extra Time to Complete the Work (Additional Time only): If Contractor cannot complete the Work by the **Expiration Date**, Contractor may request extra time to complete the Work. County, in its sole discretion, may grant Contractor additional time to complete the Work by sending a written notice of extension to Contractor. An extension of time to complete the Work does not entitle Contractor to additional compensation from County.

7. Extension of Contract Term (Additional Time and Work): Upon mutual agreement of the Parties, this Contract may be extended until the **Final End Date**. During any extended **Contract Term**, the terms of this Contract will remain in full force and effect, unless otherwise amended in writing by the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

8. Schedule of Work: County may designate the hours (on a daily or weekly basis) during which Contractor may perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule.

9. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, the City of Louisville, the Town of Superior, the State of Colorado, the U.S. Government, and their agencies, elected and appointed officials, employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.

10. Nondiscrimination: Contractor will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.

11. Information and Reports:

Contractor will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit access to such representatives to Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the County and explain what efforts it has made to obtain the information. Contractor shall retain all records related to the Work for a period of three (3) years following completion of the Work.

12. **Independent Contractor:** Contractor is an independent contractor for all purposes in performing the Work. None of Contractor, its agents, personnel or subcontractors are employees of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

13. Termination

a. **Breach:** Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.

b. **Non-Appropriation:** The other provisions of this Contract notwithstanding, County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.

c. **Convenience:** In addition to any other right to terminate under this Section 13, County may terminate this Contract, in whole or in part, for any or no reason, upon seven (7) days' advance written notice to Contractor. The County may terminate this Contract, without penalty or financial obligation, within eleven (11) days of the date of last signature as indicated on the signature page.

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

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

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

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

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

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

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

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

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

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

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

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

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

23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor’s performance under, and compliance with, this Contract. Contractor is responsible to ensure that its subcontractors comply with all federal, state, and local laws, regulations, ordinances, orders, and codes, as well as Boulder County policies, guidelines, and protocols and 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 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

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

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

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

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

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

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

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

a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;

b. The individual executing this Contract is authorized to do so by Contractor;

c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and

d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.

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

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

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

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

36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the County. To the extent possible, any Work Product will be deemed

to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.

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

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

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

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

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

42. Legal Interpretation. Each Party recognizes that this Contract is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of

construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.

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

44. [For Contracts that require employees of Contractor to routinely perform more than fifteen (15) hours per month of county work in a county building.] COVID-19 Vaccine Requirement for Certain Contractors of the County: On September 28, 2021, the Boulder County Board of Commissioners adopted a COVID-19 vaccine requirement policy that applies to, as relevant here, all employees of independent contractors of the county that perform county work in a county facility. For purposes of this policy, “perform county work in a county facility” means any employee of an independent contractor that routinely performs more than fifteen (15) hours per month of county work that takes place in a county building. Under the county’s COVID-19 vaccine requirement policy, these individuals are required to receive a COVID-19 vaccine unless a reasonable accommodation based on medical reasons or due to a sincerely held religious belief is requested and approved. The policy requires that, by December 1, 2021, all individuals to which the policy applies must be fully vaccinated and submit proof of vaccination or have an approved reasonable accommodation in place. Therefore, beginning December 1, 2021, any employees of Contractor that perform county work in a county facility must be in compliance with the County’s vaccine requirement policy unless Contractor can show proof that it is in compliance with its own COVID-19 vaccine requirement policy or is required by local, state, or federal law or regulation to be compliant with a COVID-19 vaccine requirement policy. By its execution of this Contract, Contractor hereby acknowledges and attests compliance with this provision. Contractor shall provide proof of compliance with this provision upon County’s request.

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

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

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

b. Notice of Cancellation: Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days’ prior written notice has been given to the County except when cancellation is for non-payment of premium, then ten (10) days’ prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers’ notification to that effect.

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

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

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

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

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

- i. **Commercial General Liability**
This coverage should be provided on an Occurrence Form, ISO CG001 or equivalent, with Minimum limits of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate.
- ii. **Automobile Liability**
Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.
- iii. **Workers' Compensation and Employer's Liability**
Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease- Policy Limit/\$100,000 Disease-Each Employee.
- iv. **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.
- v. **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.

[Signature Page to Follow]

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

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

FEMA ADDENDUM

OFFICE OF MANAGEMENT AND BUDGET

POST FEDERAL AWARD REQUIREMENTS FOR PROCUREMENT CONTRACTS

This is an addendum to the **Contract, RFP 7315-22**, Contract (the “Contract”) between **[contractor]** (“Contractor”), and Boulder County, (the “County”).

A Federal award, as defined in 2 C.F.R. § 200.1, is being used to fund the Contract. Accordingly, the parties acknowledge that the above-referenced contract is subject to applicable provisions of 2 C.F.R. § 200 et seq., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and all other federal requirements identified in the award terms, assistance listing, and any other related federal guidance as any of these requirements may be amended. To the extent federal requirements are not included below or in the event of a conflict between federal guidance and the below, the terms of the federal requirements shall control.

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 added and incorporated into the Contract:

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. **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.
- iii. **Compliance with Federal Law, Regulations, and Executive Orders:** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- iv. **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.
- v. **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.

vi. Access to Records: The following access to records requirements apply to this Contract:

(1) Contractor agrees to provide County, the State of Colorado, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, County and Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

vii. Unexpected Discoveries, Previously Unidentified Historic Properties, or Unexpected Effects on Historic Properties:

Upon notification by a Subrecipient of an unexpected discovery, or if it appears that a Undertaking has affected a previously unidentified property or affected a known historic property in an unanticipated manner, in accordance with Programmatic Agreement: National Historic Preservation Act, Section 106 compliance) Stipulation I.B.3(e), Recipient(s) Roles and Responsibilities, the Recipient(s) shall immediately notify FEMA and require the Subrecipient to:

- a. Stop construction activities in the vicinity of the discovery.
- b. Take all reasonable measures to avoid or minimize harm to the property until FEMA has completed consultation with the SHPO, participating Tribe(s), and any other consulting parties. Upon notification by the Recipient of a discovery, FEMA shall immediately notify the SHPO, participating Tribe(s), and other consulting parties that may have an interest in the discovery, previously unidentified property or unexpected effects, and consult to evaluate the discovery for National Register eligibility and/or the effects of the undertaking on historic properties.
- c. If human remains are discovered, notify the local law enforcement office and coroner/medical examiner in accordance with applicable State statute(s), such as SDCL 34-27, and protect the remains from any harm.
- d. Assist FEMA in completing the following actions, as required:
 - i. FEMA shall consult with the SHPO, participating Tribe(s), and other consulting parties in accordance with the consultation process outlined in Stipulation II, Project Review (Programmatic Agreement: National Historic Preservation Act, Section 106 compliance), to develop a mutually agreeable action plan with timeframes to identify the discovery or previously unidentified property, take into account the effects of the Undertaking, resolve adverse effects if necessary, and ensure compliance with applicable Federal, State, and local statutes.

ii. FEMA shall coordinate with the Recipient(s) and the Subrecipient regarding any needed modification to the scope of work for the Undertaking necessary to implement recommendations of the consultation and facilitate proceeding with the Undertaking.

iii. In cases where discovered human remains are determined to be Native American, FEMA shall consult with the appropriate Tribal representatives and SHPO. In addition, FEMA shall follow the guidelines outlined in the ACHP's Policy Statement Regarding the Treatment of Burial Sites, Human Remains, and Funerary Objects (2007) and any state-specific policies that may be in force.

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

(A) *[For contracts for more than the simplified acquisition threshold, 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 remedies provisions 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 provisions 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.

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 setting forth the provisions of this nondiscrimination clause.

(2) The 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, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The 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 advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The 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.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said 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 or federally assisted construction 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

(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) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. 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). See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. 3702 of the Act, Contractor 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 purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. In the event of any violation of the clause set forth in this paragraph, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. The County can withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with this paragraph.

(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). This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. 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. This certification is a material representation of fact relied upon by the County. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors who apply or bid for an award of \$100,000 or more shall 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 shall 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 recipient who in turn will forward the certification(s) to the awarding agency.

a. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

(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. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired— 1. Competitively within a timeframe providing for compliance with the contract performance schedule; 2. Meeting contract performance requirements; or 3. At a reasonable price. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

(K) *[All contracts]*

Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR §200.216). Contractor is prohibited from using equipment, services, or systems that uses covered

telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(L) *[All contracts]*

2 C.F.R. Part 25 Universal Identifier and System for Award Management.

Subrecipient must obtain and provide to County a unique entity identifier pursuant to 2 CFR Part 25.

(M) *[All contracts]*

2 C.F.R. § 200.322 Domestic preferences for procurements. As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable, prefer the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(N) *[All contracts]*

Civil Rights Requirements

Subrecipient shall comply with all statutes and regulations prohibiting discrimination applicable to this award, which include, without limitation, the following:

i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;

iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity

receiving federal financial assistance;

iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and

v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Assurances of Compliance with Civil Rights Requirements

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.

2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.

3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.

(O) [All contracts]

Requirements for Drug-Free Workplace, 31 C.F.R. Part 20

As a Subrecipient, you agree to comply with the requirements of the portion of the Drug-Free Workplace Act of 1988 (41 U.S.C. 701 et seq., as amended) that applies to grants. Specifically, Subrecipient agrees to:

(a) First, make a good faith effort, on a continuing basis, to maintain a drug-free workplace. You must agree to do so as a condition for receiving any award covered by this part. The specific measures that you must take in this regard are described in more detail in subsequent sections of this subpart. Briefly, those measures are to -

(1) Publish a drug-free workplace statement and establish a drug-free awareness program for your employees (see §§ 20.205 through 20.220); and

(2) Take actions concerning employees who are convicted of violating drug statutes in the workplace (see § 20.225).

(b) Second, identify all known workplaces under your Federal awards (see § 20.230).

(P) [All contracts]

New Restrictions on Lobbying, 31 C.F.R. Part 21

Subrecipient certifies, to the best of its knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

(Q) [All contracts]

Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR

19217 (Apr. 18, 1997), the County encourages its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

(R) *[All contracts]*

Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225

(Oct. 6, 2009), the County encourages its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving.

(S) *[All contracts]*

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

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.