



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

**REQUEST FOR PROPOSAL**  
**COVER PAGE**

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RFP Number:	<b>7505-23</b>
RFP Title:	<b>Direct Cash Assistance to Families with Young Children Pilot Program: Application Assistance and Payment Platform Provider</b>
RFP Questions Due:	August 21, 2023 – 2:00 p.m.
Submittal Due Date:	September 18, 2023 – 2:00 p.m.
Email Address:	<a href="mailto:purchasing@bouldercounty.gov">purchasing@bouldercounty.gov</a>
Documents included in this package:	Proposal Instructions Terms and Conditions Specifications Insurance and W-9 Requirements Submittal Checklist Evaluation Criteria Signature Page Sample Contract Federal Grant Subaward Addendum Sam.gov Instructions



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## **PROPOSAL INSTRUCTIONS**

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

#### **Scope Of Work:**

#### **Project Overview**

The Direct Cash Assistance to Families with Young Children Pilot Program is a project in which funds from Boulder County's ARPA allocation will be administered to selected, eligible low-income families with children ages birth through three (3) years old on a monthly basis for a twenty-four-month period. As a population disparately impacted by the COVID-19 Pandemic, specifically those who live in lower income and vulnerable household, these funds have been modeled after the expanded Federal Child Tax Credit, and funding amounts will be \$300 per month, per child ages birth through three years old.

Boulder County Department of Housing and Human Services (BCDHHS) anticipates distributing a total of \$5,000,000 through monthly cash transfers from 2024-2026 to parents of approximately 725 children residing in Boulder County.

Rooted in the Social Determinates of Health, the Direct Cash Assistance to Families with Young Children Pilot Project aims to measure short, mid, and long-term level outcomes that may demonstrate improved wellbeing for children and the entire family unit.

Immediate outcomes may include:

- Increased ability to meet basic needs.

Intermediate outcomes may include:

- Improved economic stability (i.e., increased ability to withstand financial hardship and crisis)

- Improved health and well-being
- Increase in employment choice and satisfaction.

Long-term outcomes may include:

- Improved quality of life via
  - economic mobility, financial stability (greater financial stability and economic resilience)
  - increased capacity for social and community involvement and subsequent protective factors such as the ability to handle other priorities in life, spend quality time with loved ones and caregiving.
- Increased access to early childhood education and improved child development
- Decreased number of community members at risk of requiring intervention level supports related to child welfare, substance abuse treatment, and mental health crisis services.

BCDHHS is seeking proposals from application and payment platform partners for the Direct Cash Assistance to Families with Young Children Pilot Program.

## **Tasks**

The application and payment platform partner will conduct application screening, participant selection, and payment facilitation of the Direct Cash Assistance funds over the 24-month duration of the Pilot Program. Generally, the application and payment platform partner will work under the supervision of BCDHHS staff, and in coordination with staff to accomplish payment activities.

Specific tasks are:

1. Build and implement an application consistent with pre-defined eligibility and verification criteria to be used directly by applicants and community-based organization staff to support assisted applications. The application must be available in multiple languages to be defined by BCDHHS.
2. Provide automated or manual review processes to assess if applicants meet the required eligibility requirements and the provided verification documents are consistent with defined standards.
3. Support a lottery process to select individuals from overall pool of eligible applications and maintain a waiting list of non-selected individuals who may be given a spot based on enrollment progress.
4. Provide SMS, phone and/or email communication directly with applicants regarding the status of their application, selection, and payments. Communications must be provided in multiple languages to be defined by BCDHHS.
5. Provide portal/dashboard for BCDHHS staff to monitor applications, view status updates, locate applications, and review key performance indicators related to project implementation.

6. Facilitate direct distribution of payments to pilot program participants once per month for the duration of the program (24 months). Multiple payment options (including replacement processes) should be defined, including those available and accessible to community members who may be unbanked, underbanked, or face systemic barriers in accessing traditional financial systems.
7. Enroll selected pilot program participants, including collecting required documents, obtaining signatures for program consent forms, and ensuring protection of all personal identifiable information.
8. In partnership with BCDHHS staff, develop appropriate training materials and resources to support individuals and community-based organizations with application completion, submission, and error triaging.
9. Provide required reporting to BCDHHS staff, which may include, but is not limited to, individualized data based on application data fields, payment types, payment amounts, payment date, returned payments (i.e., bounced), communications, etc. If determined necessary during program design, collect aggregate, and anonymize Pilot Program participant spending data and transfer spending data to Research Partner. Final reporting requirements will be defined by BCDHHS staff, in consultation with selected vendor.
10. Provide support to BCDHHS staff, community-based organizations, and pilot program participants as necessary throughout program duration. Support may include, but is not limited to, being available to troubleshoot issues related to application, enrollment, participant communications, payment methods, etc.
11. Meet periodically with BCDHHS staff during disbursement period to review Pilot Program status.

Please note that this list is not exhaustive. Additional activities may arise throughout the course of the Pilot Program.

## **Deliverables**

Application and payment Provider task deliverables will include the following:

- Develop application based on eligibility and verification requirements.
- User test application with individuals recommended by BCDHHS.
- Provide review of all applications against eligibility and verification requirements.
- Facilitate applicant/participant communication via SMS, phone and/or email.
- Facilitate receipt and management of all program applications.
- Define payment distribution mechanism(s) acceptable for focus population.
- Support lottery process to select eligible applicants and manage waitlist of non-selected individuals.
- Facilitate monthly payment distribution to selected participants.
- Provide support to triage application, selection, payment, and other related issues.
- Develop portal and/or dashboard for County staff and community-based organizations to monitor required data.
- Provide reporting functionality for BCDHHS research and evaluation partner based on mutually agreed upon performance indicators and data.

- Provide training to BCDHHS staff on application, payment methods, platform, etc.
- Maintain all program data, documents, and signatures, including ensuring protection of personally identifiable information and maintaining best practices related to data security.

## **Reporting Obligations**

The application and payment platform partner will report directly to the BCDHHS ARPA Project Manager, who will serve as the BCDHHS staff program coordinator. Reporting activities and expectations will include:

- Maintaining a shared spreadsheet or other document tracking the progress of deliverables, on a document-share platform that enables access to both staff and pilot project management consultants.
- Participation in project calls and virtual meetings as necessary (likely a combination of weekly, bi-weekly, monthly based on the timeline and deliverables) with other BCDHHS staff, project management consultants and/or partner agencies.
- Maintain summary of application and payment activity through portal or dashboard made available to BCDHHS staff and project management consultant.
- Flag communications and payment issues for follow up or triage by BCDHHS staff via incident reports.
- Ensure access to list of contact persons for all issues to ensure customer support inquiries are directed to the appropriate representative.
- Maintain and provide accounting records as specified by the BCDHHS staff and in alignment with ARPA funding reporting requirements.

## **Schedule**

The Consultant's tasks and reporting will be carried out from Fall 2023 through 2026, with the final contract completion to be determined based on the final project timeline.

1. Develop application based on eligibility and verification requirements: Month 1
2. Develop reporting and dashboard functions: Months 1-2
3. Training of BCDHHS staff and partners: Month 2
4. Participant applications and lottery selection: Months 3 – 4
5. Participant verification and enrollment: Month 5
6. Project tracking and evaluation: initial disbursement month through to exit

## **Funding Details**

Boulder County Department of Housing and Human Services is seeking applications from all interested parties. The maximum amount of funding available for an application and payment services is approximately \$400,000.00.

## 2. Written Inquiries

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at [purchasing@bouldercounty.gov](mailto:purchasing@bouldercounty.gov) on or before 2:00 p.m. **August 21, 2023**. A response from the county to all inquiries will be posted and sent via email no later than **August 28, 2023**.

**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 **2:00 p.m. Mountain Time on September 18, 2023**.

**Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held.**

**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.gov](mailto:purchasing@bouldercounty.gov); identified as **RFP # 7505-23** 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.

**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: Bids submitted in response to this "Invitation to Bid" 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 bid or resulting contract should be clearly stated in the bid and contract itself. Confidential/proprietary information should be readily identified, marked and/or separated from the rest of the bid. Co-mingling of confidential/proprietary and other information is NOT acceptable. Vendors must answer whether line-item pricing information submitted with a bid is confidential or closely held. Bids that do not identify confidential/proprietary information may be released in their entirety. Pricing totals contained in a bid 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**

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### **Proposal Criteria**

**Cover Letter:** A cover letter explaining the respondent's background and experience specific to the Direct Cash Assistance Pilot Project evaluation, for the principal investigator(s) and/or evaluation leads who will work on this project. Provide the contact person plus relevant phone numbers and email addresses. Provide a statement of staff time commitment to adhere to the project design and implementation deliverables and schedule.

**Description of Project Approach:** Provide a concise explanation of the respondent's approach to payment facilitation of the Direct Cash Assistance Pilot Project including the following headings and supporting narrative:

- Organization's Background, including:
  - Product overview
  - Examples of previous projects managing direct cash/guaranteed income programs
  - Total cash distributed through platform (by project)
  - Total recipients enrolled in previous programs (per project)
  - Experience distributing ARPA or CARES Act funds (if relevant)
  - Experience with client-facing support functions
- Organization's Qualifications, including:
  - Qualifications relative each line in the scope of work
- Inclusivity & Accessibility Features of Platform, including:
  - Mobile First Technology for those without computer access
  - Language accessibility
  - Accessibility for individuals with disabilities
  - Other features to enable accessibility
- Data Protection & Security Practices, including:
  - Data privacy and security
  - Fraud protection and other safeguarding features
- Proposed Timeline & Work Plan
- Pricing
- Other Relevant Information Related to Scope of Work (optional)

## **EXHIBIT A: Statement of Work**

- 1. Project Description**
- 2. Performance Responsibilities**
- 3. Target Population**
- 4. Meetings and Communications**
- 5. Deliverable and Reporting Requirements**

## **EXHIBIT B: Payment and Reporting Requirements**

- 1. Budget**
- 2. Payment and Invoice Requirements**
  - a. Monthly Invoicing**
  - b. Supporting Documentation**
  - c. Payments**
  - d. Internal Controls**

## **EXHIBIT C: Boulder County Data and Cyber Security Requirements**

Boulder County (County) requires that its business partners comply with the County's data and cyber security standards while under contract with the County. Contractor shall comply with the following requirements:

### **Personal Identifying Information and Personal Information Responsibilities**

Contractors with access to personal identifying information (PII) or personal information (PI) of Colorado residents, including County employees, or County systems with access to that data shall implement and maintain security, consent, and marketing procedures and practices to protect that data in accordance with Colorado privacy statutes, C.R.S. § 24-73-101 et seq. Contractor must be willing to attest that it is compliant with Colorado privacy statutes. Legal requirements may differ based on the agreed-upon work ("Products and Services") to be performed.

### **Purchasing Card Industry (PCI) Compliance**

Contractors that perform work related to purchasing cards shall deliver Products and Services to the County in strict compliance with the Payment Card Industry Data Security Standard (PCI-DSS). The design and standard implementation of the Products and Services must not result in the need for the County to implement compensating controls to maintain the County's compliance with the PCI-DSS. Contractors executing payment processing services on behalf of the County must provide County with access to documentation of its Purchasing Card Industry Data Security Standard Attestation of Compliance (PCI-DSS-AOC).

### **Criminal Justice Information Systems (CJIS)**

Contractors with access to state or federally derived background check data or County systems with such access agree to deliver Products and Services that strictly comply with the FBI's CJIS Security Policy.

### **Health Insurance Portability and Accountability Act (HIPAA)**

Contractors that require access to Protected Health Information (PHI) or County systems that contain PHI shall enter into a HIPAA Business Associate Agreement with Boulder County prior to obtaining the necessary access.

### **Children's Online Privacy Protection Act (COPPA)**

Contractors with access to PI about any child(ren) under the age of thirteen (13) or County systems that contain such data shall implement and maintain security, consent, and marketing procedures and practices in accordance Children's Online Privacy Protection Act (COPPA), 15 U.S.C. § 6501 et seq. See 15 U.S.C. § 6501(8).

### **Hosted Information Technology Services (Software, Data, or Infrastructure)**

Contractors providing hosted information technology services for the County shall provide documentation attesting to their reasonable security procedures, as well as any non-confidential specific industry attestation (such as a SOC2 Type 1 report) documentation. Contractors providing hosted information technology services agree to maintain an incident response practice to protect hosted County resources.

### **Data Confidentiality and Integrity**

Contractors who host or have access to County data shall control for the integrity and confidentiality of that data by implementing logging, access control, least privilege, encryption in transit, and encryption at rest. Any multitenant solution shall enforce the strong separation of County data and systems from those of other customers.

Contractors agree to securely delete all County data within their environment within 90 days after the termination of the parties' agreement or the retention period required by law, whichever is longer. Contractors with access to County access control or authenticity mechanisms (passwords, encryption keys, certificates, or application program interface (API) keys) or who generate them on behalf of the County must implement reasonable security practices to protect the confidentiality of that data. Exposure of a County access control or authenticity mechanism must be reported to the County within three (3) business days.

If Contractor becomes aware that the security of any PII or PI may have been compromised, Contractor will, at its expense: (i) notify County in writing of the occurrence immediately; (ii) address the cause of the occurrence to the extent practicable (iii) cooperate with County's efforts to respond to the occurrence, including sharing with County information relevant to the occurrence; and (iv) reimburse the County for expenses incurred due to the occurrence.

### **Remote Access to County Resources**

Contractors seeking external access to the County's technology resources must enter into a separate Connected Partner Agreement with Boulder County prior to obtaining such access.

**Federal Tax Information**

Contractors with access to Federal Tax Information (FTI) or County systems that contain FTI data agree to deliver Products and Services that strictly comply with Title 45 Code of Federal Regulations (CFR), Parts 302, 303, 307.



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

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### **INSURANCE REQUIREMENTS**

#### **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. 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.

#### **iii. 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.

#### **iv. Third Party Commercial Crime Insurance / Third Party Fidelity Bond**

The Crime limit shall be \$1,000,000 Per Loss and include an endorsement for "Employee Theft of Client Property". In order to provide coverage to County during the course of this contract, Commercial Crime policies must be endorsed to cover Third Party Fidelity. Third party fidelity covers the vendor's employees when engaged in work for a client. In addition, the County will be listed as loss payee on the commercial crime coverage. This third-party coverage can also be provided by obtaining a third-party fidelity bond.

**v. Privacy / Cyber Liability Insurance**

As a provider of a service which *may* require the knowledge and retention of personal identifiable information including but not limited to, names, dates of birth, social security numbers, usernames, and passwords, and/or HIPAA sensitive personal information of clients served, the following minimum insurance limits are required:

Contractors with 10 or fewer County clients: \$50,000

Contractors with 11 – 15 County clients: \$500,000

Contractors with 16 or more County clients: \$1,000,000

**\*In regards to General Liability, 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. You are NOT required to include additional insured status until the time a contract is executed.**

**If you require a waiver of insurance requirements, 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.



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## SUBMITTAL SECTION

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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 project schedule with an all-inclusive total cost
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the Sample Contract contained in this RFP. 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. Boulder County will review all contractor evaluation forms from previous County projects.
	Insurance Certificate
	W-9
	Sustainability Questionnaire
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)

**THIS QUESTION MUST BE ANSWERED AS PART OF YOUR BID PACKAGE:** Proposer will answer Yes or No indicating compliance:



<b>YES OR NO</b>	<b>ITEM</b>
	Do you customarily keep line-item pricing information, such as the information being submitted with this proposal, confidential or closely-held?



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## EVALUATION CRITERIA

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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:

- Organization's Background and Experience with Guaranteed Income/Direct Cash Assistance Programs
- Organizations Qualifications to Meet Program Requirements
- Timeline and Work Plan
- Pricing

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

<b>Description</b>	<b>Points</b>
Organization's Background and Experience with Guaranteed Income/Direct Cash Assistance Programs	25
Organizations Qualifications to Meet Program Requirements	25
Timeline and Work Plan	25
Pricing	25
<b>Total Possible</b>	<b>100</b>



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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 Boulder County Department of Housing and Human Services ("County") and [Supplier] ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

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

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

the Parties. Where the Contractor will provide additional services for additional compensation beyond the initial **Contract Amount**, the Parties must execute a written amendment before the then-current **Expiration Date**. If necessary, the written amendment will incorporate an updated Scope of Work and updated Fee Schedule as exhibits. Contractor must provide a current Certificate of Insurance to the County that complies with the **Insurance Requirements** of this Contract, if any, prior to any extended **Contract Term**.

8. Schedule of Work: County may designate the hours (on a daily or weekly basis) during which Contractor may perform the Work, strictly for the purposes of minimizing inconvenience to the County and interference with County operations. Contractor will otherwise set its own work schedule.
9. Indemnity: Contractor will be liable for any damages to persons or property caused by or arising out of the actions, obligations, or omissions of Contractor, its employees, agents, representatives or other persons acting under Contractor's direction or control in performing or failing to perform the Work under this Contract. Contractor will indemnify and hold harmless County, its elected officials and appointed department heads, and its employees, agents and representatives (the "indemnified parties"), from any and all liability, claims, demands, actions, damages, losses, judgments, costs or expenses, including attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of Contractor, its employees, agents or representatives, or other persons acting under Contractor's direction or control. This indemnification obligation will extend to claims based on Contractor's unauthorized use or disclosure of confidential information and intellectual property infringement. County will not be obligated to indemnify or defend Contractor under any circumstances. Contractor's obligations under this provision shall survive expiration or termination of this Contract. Nothing contained in this Contract or the **Contract Documents** is intended to limit or restrict the indemnification rights or obligations of any Party under this provision, or damages available for breaches of the obligations herein.
10. Nondiscrimination: Contractor will comply with the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, State and Federal laws concerning discrimination and unfair employment practices. County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable Federal, State or local law. Contractor must require that its subcontractors, if any, similarly comply with all applicable laws concerning discrimination and unfair employment practices.
11. Information and Reports: Contractor will provide to authorized County, State, and Federal government representatives all information and reports that may be required for any purpose authorized by law. Contractor will permit access to such representatives to Contractor's facilities, books, records, accounts, and any other relevant sources of information. Where information required by a representative is in the exclusive possession of a person or entity other than Contractor, Contractor must so certify to the County and explain what efforts it has made to obtain the information.
12. Independent Contractor: Contractor is an independent contractor for all purposes in performing the Work. None of Contractor, its agents, personnel or subcontractors are employees of the County for any purpose, including the Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the Colorado Workers' Compensation Act, the Colorado Unemployment Insurance Act, and the Public Employees Retirement Association. Accordingly, County will not withhold or pay any income tax, payroll tax, or retirement contribution of any kind on behalf of Contractor or Contractor's

employees. As an independent contractor, Contractor is responsible for employing and directing such personnel and agents as it requires to perform the Work. Contractor will exercise complete authority over its personnel and agents and will be fully responsible for their actions.

13. Termination

- a. **Breach:** Either Party's failure to perform any of its material obligations under this Contract, in whole or in part or in a timely or satisfactory manner, will be a breach. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) days after the institution of such proceeding, will also constitute a breach. In the event of a breach, the non-breaching Party may provide written notice of the breach to the other Party. If the breaching Party does not cure the breach, at its sole expense, as reasonably determined by the non-breaching Party in its sole discretion, within thirty (30) days after delivery of notice, the non-breaching Party may exercise any of its remedies provided under this Contract or at law, including immediate termination of this Contract.
  - b. **Non-Appropriation:** The other provisions of this Contract notwithstanding, County is prohibited by law from making commitments beyond the current fiscal year. Payment to Contractor beyond the current fiscal year is contingent on the appropriation and continuing availability of funding in any subsequent year. County has reason to believe that sufficient funds will be available for the full **Contract Term**. Where, however, funds are not allocated for any fiscal period beyond the current fiscal year, County may terminate this Contract without penalty by providing seven (7) days' written notice to Contractor.
  - c. **Convenience:** In addition to any other right to terminate under this Section 13, County may terminate this Contract, in whole or in part, for any or no reason, upon seven (7) days' advance written notice to Contractor.
14. **Contractor Obligations upon Termination or Expiration:** By the **Expiration Date** or effective date of termination, if earlier, Contractor must (1) remove from County property all of its personnel, equipment, supplies, trash and any hazards created by Contractor, (2) protect any serviceable materials belonging to the County, and (3) take any other action necessary to leave a safe and healthful worksite. Any items remaining on County property after the Expiration Date or the effective date of termination, if earlier, will be deemed abandoned by Contractor.
15. **Payable Costs in Event of Early Termination:** If County terminates this Contract before the **Expiration Date**, Contractor's payments (and any damages associated with any lawsuit brought by Contractor) are limited to only (1) payment for Work satisfactorily executed and fully and finally completed, as determined by County in its sole discretion, prior to delivery of the notice to terminate, and (2) the reasonable and actual costs Contractor incurred in connection with performing the Work prior to delivery of the notice to terminate. Contractor explicitly waives all claims it may have against the County for any other compensation, such as anticipatory profits or any other consequential, special, incidental, punitive or indirect damages.
16. **Remedies for Non-Performance:** If Contractor fails to perform any of its obligations under this Contract, County may, at its sole discretion, exercise one or more of the following remedies (in addition to any other remedies provided by law or in this Contract), which shall survive expiration or termination of this Contract:
- a. **Suspend Performance:** County may require that Contractor suspend performance of all or any portion of the Work pending necessary corrective action specified by the County and without entitling Contractor to an increase in compensation or extension of the

performance schedule. Contractor must promptly stop performance and incurring costs upon delivery of a notice of suspension by the County.

- b. Withhold Payment Pending Corrections: County may permit Contractor to correct any rejected Work at the County 's discretion. Upon County 's request, Contractor must correct rejected work at Contractor's sole expense within the time frame established by the County. Upon full and final completion of the corrections satisfactory to the County, County will remit payment to Contractor.
  - c. Deny Payment: County may deny payment for any Work that does not comply with the requirements of the Contract or that Contractor otherwise fails to provide or fully and finally complete, as determined by the County in its sole discretion. Upon County request, Contractor will promptly refund any amounts prepaid by the County with respect to such non-compliant Work.
  - d. Removal: Upon County 's request, Contractor will remove any of its employees or agents from performance of the Work, if County, in its sole discretion, deems any such person to be incompetent, careless, unsuitable, or otherwise unacceptable.
17. Binding Arbitration Prohibited: County does not agree to binding arbitration by any extra-judicial body or person.
  18. Conflicts of Interest: Contractor may not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.
  19. Notices: All notices provided under this Contract must be in writing and sent by Certified U.S. Mail (Return Receipt Requested), electronic mail, or hand-delivery to the other Party's **Contact** at the address specified in the **Details Summary**. For certified mailings, notice periods will begin to run on the day after the postmarked date of mailing. For electronic mail or hand-delivery, notice periods will begin to run on the date of delivery.
  20. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally, including but not limited to: C.R.S. § 38-26-107, which requires withholding funds where the County receives a claim for payment from a supplier or subcontractor of Contractor upon notice of final settlement (required for public works contracts that exceed \$150,000); C.R.S. § 8-17-101 et seq.; C.R.S. § 18-8-301, et seq.; and C.R.S. § 18-8-401, et seq.
  21. 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.
  22. Entire Agreement/Binding Effect/Amendments: This Contract represents the complete agreement between the Parties and is fully binding upon them and their successors, heirs, and assigns, if any. This Contract terminates any prior agreements, whether written or oral in whole or in part, between the Parties relating to the Work. This Contract may be amended only by a written agreement signed by both Parties.
  23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract.
  24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach

thereof may only be brought exclusively in the Courts of the 20<sup>th</sup> Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

25. Breach: The failure of either Party to exercise any of its rights under this Contract will not be deemed to be a waiver of such rights or a waiver of any breach of the Contract. All remedies available to a Party in this Contract are cumulative and in addition to every other remedy provided by law.
26. Severability: If any provision of this Contract becomes inoperable for any reason but the fundamental terms and conditions continue to be legal and enforceable, then the remainder of the Contract will continue to be operative and binding on the Parties.
27. Third-Party Beneficiary: Enforcement of the terms and conditions and all rights and obligations of this Contract are reserved to the Parties. Any other person receiving services or benefits under this Contract is an incidental beneficiary only and has no rights under this Contract. Notwithstanding, where the beneficiary **Department** is led by an Elected Official, such Elected Official shall be considered a third-party beneficiary.
28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-200.1, et seq.
29. Conflict of Provisions: If there is any conflict between the terms of the main body of this Contract and the terms of any of the **Contract Documents**, the terms of the main body of the Contract will control.
30. Governmental Immunity: Nothing in this Contract shall be construed in any way to be a waiver of the County's immunity protection under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended.
31. Representations and Warranties: Contractor represents and warrants the following:
  - a. Execution of this Contract and performance thereof is within Contractor's duly authorized powers;
  - b. The individual executing this Contract is authorized to do so by Contractor;
  - c. Contractor is authorized to do business in the State of Colorado and is properly licensed by all necessary governmental and public and quasi-public authorities having jurisdiction over the Work and the Contractor; and
  - d. Contractor and its subcontractors, if any, are financially solvent, able to pay all debts as they mature, and have sufficient working capital to complete the Work and perform all obligations under the Contract.
32. Legal Compliance: Contractor assumes full responsibility for obtaining and maintaining any permits and licenses required to perform the Work. Contractor is solely responsible for ensuring that its performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes. County approval of the Work or any aspect of Contractor's performance, such as plans, designs, or other Contractor-drafted documents, shall not be interpreted to mean that Contractor has satisfied its obligations under this Section.
33. Litigation Reporting: Contractor is not currently involved in any action before a court or other administrative decision-making body that could affect Contractor's ability to perform the Work. Contractor will promptly notify the County if Contractor is served with a pleading or other document in connection with any such action.
34. Tax Exemption: County is exempt from payment of Federal, State, and local government taxes. Contractor shall collect no tax from the County, and the County shall not be liable to pay any taxes imposed on Contractor. County shall provide its tax exemption status information to Contractor upon request.
35. Delegation of Authority: The Parties acknowledge that the Board of County Commissioners has delegated authority to the Department Head or Elected Official that leads the beneficiary



**Department** and their designees to act on behalf of the County under the terms of this Contract, including but not limited to the authority to terminate this Contract.

36. Ownership of Work Product: All work product, property, data, documentation, information or materials conceived, discovered, developed or created by Contractor pursuant to this Contract ("Work Product") will be owned exclusively by the County. To the extent possible, any Work Product will be deemed to be a work made for hire. Contractor unconditionally and irrevocably transfers and assigns to the County all right, title and interest in and to any Work Product.
37. Publicity Releases: Contractor will not refer to this Contract or the County in commercial advertising without prior written consent of the County. This provision shall survive expiration or termination of this Contract.
38. Execution by Counterparts; Electronic Signatures: This Contract may be executed in multiple counterparts, each of which will be deemed an original, but all of which will constitute one agreement. The Parties approve the use of electronic signatures, governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24 71.3 101 to 121. The Parties will not deny the legal effect or enforceability of this Contract solely because it is in electronic form or because an electronic record was used in its creation. The Parties will not object to the admissibility of this Contract in the form of electronic record, or paper copy of an electronic document, or paper copy of a document bearing an electronic signature, because it is not in its original form or is not an original.
39. Limitation on Public Statements and Lobbying Activity. During the term of this Contract, Contractor may receive from the County its confidential data, work product, or other privileged or confidential information that is protected by law. To maintain the fact and appearance of absolute objectivity, Contractor shall not, without the prior written consent of the County, which shall not be unreasonably withheld, do any of the following: (a) disclose information obtained because of this contractual relationship to any third party; (b) lobby any State or Federal agency on any pending matter while this Contract is effective; or (c) make any public statements or appear at any time to give testimony at any public meeting on the subject matters regarding which Contractor is or was retained by the County. County may set reasonable conditions on any disclosure authorized by the County under this provision. Notwithstanding, Contractor may make disclosures as required by law, and to law enforcement officials in connection with any criminal justice investigation.
40. Sustainability: County encourages Contractor to consider the procurement and use of environmentally preferable products and services while performing services under this Contract. "Environmentally preferable purchasing" means making purchasing choices for products and services that have a lesser or reduced adverse effect on human health and the environment when compared with competing products and services that serve the same purpose. Environmentally preferable purchasing is consistent with the County's commitment to protecting our air, water, soil, and climate for current and future generations. County encourages Contractor to incorporate the following actions into Contractor's performance of the Work: environmentally preferable supplies and services; conservation of water; efficient energy use; waste prevention; reuse and recycle construction and de-construction materials in a manner that maximizes reuse of materials; sustainable transportation choices, including consideration to business communication software such as Skype alternative to air travel and public transit or carpooling for in-person meetings; pollution prevention; low toxicity for public health & safety; and reduced emissions to address climate change.
41. Limitation of Liability: COUNTY SHALL NOT BE LIABLE TO CONTRACTOR FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES ARISING FROM OR RELATING TO THIS CONTRACT, REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. COUNTY'S AGGREGATE LIABILITY, IF ANY, ARISING FROM OR RELATED TO THIS CONTRACT,

WHETHER IN CONTRACT, OR IN TORT, OR OTHERWISE, IS LIMITED TO, AND SHALL NOT EXCEED, THE AMOUNTS PAID OR PAYABLE HEREUNDER BY COUNTY TO CONTRACTOR. ANY CONTRACTUAL LANGUAGE LIMITING CONTRACTOR'S LIABILITY SHALL BE VOID.

42. Legal Interpretation. Each Party recognizes that this Contract is legally binding and acknowledges that it has had the opportunity to consult with legal counsel of its choice about this Contract. The rule of construction providing that any ambiguities are resolved against the drafting Party will not apply in interpreting the terms of this Contract.
43. 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.
  - b. **THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS**: *County of Boulder, State of Colorado, a body corporate and politic, is named as Additional Insured.*
  - c. Notice of Cancellation: Each insurance policy required by this Contract shall provide the required coverage and shall not be suspended, voided or canceled except after thirty (30) days' prior written notice has been given to the County except when cancellation is for non-payment of premium, then ten (10) days' prior notice may be given. If any insurance company refuses to provide the required notice, Contractor or its insurance broker shall notify the County any cancellation, suspension, or nonrenewal of any insurance policy within seven (7) days of receipt of insurers' notification to that effect.
  - d. Insurance Obligations of County: County is not required to maintain or procure any insurance coverage beyond the coverage maintained by the County in its standard course of business. Any insurance obligations placed on the County in any of the **Contract Documents** shall be null and void.
  - e. Deductible: Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of Contractor.
  - f. Primacy of Coverage: Coverage required of Contractor and its subcontractors, if any, shall be primary over any insurance or self-insurance program carried by the County.
  - g. Subrogation Waiver: All insurance policies in any way related to this Contract secured or maintained by Contractor as required herein shall include clauses stating that each carrier shall waive all rights of recovery, under subrogation or otherwise, against County, its organizations, officers, agents, employees, and volunteers.
  - h. 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. 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.

**iii. 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.

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

The Crime limit shall be \$1,000,000 Per Loss and include an endorsement for "Employee Theft of Client Property". In order to provide coverage to County during the course of this contract, Commercial Crime policies must be endorsed to cover Third Party Fidelity. Third party fidelity covers the vendor's employees when engaged in work for a client. In addition, the County will be listed as loss payee on the commercial crime coverage. This third-party coverage can also be provided by obtaining a third-party fidelity bond.

**Privacy / Cyber Liability Insurance**

As a provider of a service which *may* require the knowledge and retention of personal identifiable information including but not limited to, names, dates of birth, social security numbers, usernames, and passwords, and/or HIPAA sensitive personal information of clients served, the following minimum insurance limits are required:

Contractors with 10 or fewer County clients: \$50,000

Contractors with 11 – 15 County clients: \$500,000

Contractors with 16 or more County clients: \$1,000,000

**[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:			

**ADDENDUM TO CONTRACT  
OFFICE OF MANAGEMENT AND BUDGET  
POST FEDERAL AWARD REQUIREMENTS FOR PROCUREMENT CONTRACTS**

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

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 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 hereby added and incorporated into the above-referenced Contract:**

**2 C.F.R. § 200.113 Mandatory disclosures.**

*[All contracts]*

Contractor must disclose, in a timely manner, in writing to the County all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

**2 C.F.R. § 200.209 Certifications and representations.**

*[All contracts]*

Unless prohibited by the U.S. constitution, Federal statutes or regulations, the County is authorized to require Contractor to submit certifications and representations required by Federal statutes, or regulations on an annual basis. Submission may be required more frequently if Contractor fails to meet a requirement of a Federal award.

**2 C.F.R. § 200.303 Internal controls.**

*[All contracts]*

**(a)** Contractor agrees to utilize the funds received under the Contract in compliance with the U.S. Constitution, Federal statutes, regulations, and the terms and conditions of the Federal award.

**(b)** Contractor shall comply with the U.S. Constitution, Federal statutes, regulations, and terms and conditions of the Federal award.

**(c)** Contractor shall evaluate and monitor, on an ongoing basis, its compliance with statutes, regulations, and the terms and conditions of Federal awards.

**(d)** Contractor shall take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

(e) Contractor shall take reasonable measures to safeguard protected personally identifiable information and other information the Federal awarding agency or County designates as sensitive or the County considers sensitive consistent with applicable Federal, state, local and tribal laws regarding privacy and obligations of confidentiality.

**2 C.F.R. § 200.331 Contractor determination.**

This contract is for the purpose of obtaining goods and services for the County's own use, as it demonstrates that Contractor:

- (1) Provides the goods and services within normal business operations;
- (2) Provides similar goods or services to many different purchasers;
- (3) Normally operates in a competitive environment;
- (4) Provides goods or services that are ancillary to the operation of the Federal program; and
- (5) Is not subject to compliance requirements of the Federal program as a result of the agreement, though similar requirements may apply for other reasons.

**2 C.F.R. Part 200 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 remedies provisions of the Contract.

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

**Equal Employment Opportunity.** Contractor agrees to comply with the Equal Opportunity Clause provided under 41 CFR 60-1.4(a) (Government Contracts) and 41 CFR 60-1.4(b) (Federal Assisted Construction Contracts), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Contractor further agrees to include this provision, including the Equal Opportunity Clause or a reference thereto, in any subcontracts it enters into pursuant to the Contract.

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

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

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

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

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

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

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

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

**Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** All parties agree to comply with all applicable standards, orders or

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

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

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

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

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

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

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

**(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.

**(T)** *[Construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold as defined in 2 C.F.R. § 200.88]*

**Bonding requirements (2 C.F.R. § 200.326).**

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

- (a) Contractor must provide a bid guarantee equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the Contractor will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) Contractor must provide a performance bond on the part of the Contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the Contractor's obligations under such contract.
- (c) Contractor must provide a payment bond on the part of the Contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

## **How to Register a New Entity in SAM.gov**

### **Helpful Information**

#### **What is an Entity?**

An entity is any person who or organization that is registered to do business with the federal government. You must have an active entity registration in SAM.gov to receive a federal contract or federal assistance.

SAM.gov is the official free, government-operated website for management of government awards. There is NO charge to register or maintain your entity registration record in SAM.gov.

#### **What do I need to get started?**

##### **Unique Entity Identifier (UEI):**

You need a Unique Entity Identifier, (UEI) to register your entity in SAM.gov. UEIs are unique for each physical location you register. If you do not have one, request a UEI for **free** by visiting [Dun & Bradstreet \(D&B\)](#). The authoritative UEI at this time is the Data Universal Numbering System (DUNS) Number. It takes no more than 1-2 business days to obtain a DUNS.

##### **Taxpayer Identification Number (TIN):**

You need your entity's Taxpayer ID Number (TIN) and Taxpayer Name (as it appears on your most recent tax return). Foreign entities that do not pay employees within the U.S. do not need to provide a TIN. Your TIN is usually your Employer Identification Number (EIN) assigned by the Internal Revenue Service (IRS). Sole proprietors may use their Social Security Number (SSN) assigned by the Social Security Administration (SSA) as their TIN; however, we strongly encourage you to obtain a [free EIN from the IRS](#). Allow approximately two weeks before your new EIN is ready for use when registering in SAM.gov.

### Login to SAM.gov

1. Navigate to SAM.gov.
2. Select the “Sign In” button in the upper right corner. Select “Accept” to accept the US Government System terms.
3. After selecting “Accept,” the system will redirect you to login.gov.
4. Enter your login.gov credentials and select “Sign In.” The system may prompt you to enter a one-time security code. (You will receive this code via the authentication method you selected during account creation.)

*Note: If you do not already have a Login.gov account, please create an account.*

5. After signing in, the system will redirect you to your SAM.gov workspace.

### Start a New Entity Registration in SAM.gov

1. From the Workspace select the “Register Entity” button.
2. Select the “Start Registration” button at the bottom of the registration overview page.
3. Review the Before You Start information and gather all required information needed to complete your registration.
4. Select the “Continue” button to proceed.
5. Complete and submit the online registration. If you have all the necessary information ready, this should take approximately 45 minutes to complete. The time to complete could vary depending on the size and complexity of your registration. Steps to complete the registration follow in the next section.

### Completing an Entity Registration in SAM.gov

1. Select your type of entity.
2. If you are registering in SAM.gov to conduct business with the government through contracts, select “I want to be able to bid on federal contracts or other procurement opportunities. I also want to be able to apply for grants, loans, and other financial assistance programs.”
3. Complete the Core Data section:
  - Validate your UEI information on the page.
  - Enter Business Information (TIN, etc.) This page is also where you create your Marketing Partner Identification Number (MPIN). Remember your MPIN as it will serve as your electronic signature for the IRS Consent to Disclosure of Tax Information on the following page.

- Enter your CAGE Code if you have one. CAGE codes are tied to your UEI and cannot be reused. If you do not have a CAGE Code for the UEI you are registering, do not worry; we will assign one after your registration is submitted. Foreign registrants must enter their NCAGE Code before proceeding.
  - Enter General Information (business types, organization structure, etc.) about your entity.
  - Provide your entity's Financial Information, i.e., U.S. bank Electronic Funds Transfer (EFT) Information for federal government payment purposes. Foreign entities do not need to provide EFT information.
  - Answer the Executive Compensation questions.
  - Answer the Proceedings Details questions.
  - Provide your public search authorization. If you choose to limit the users who can search, a federal user will need to be logged in to view your registration.
4. Complete the "Assertions" section:
- Enter your entity's goods and services using North American Industry Classification System (NAICS) Codes and Professional Services Council (PSC) codes.
  - Enter your entity's size metrics.
  - Enter optional Electronic Data Interchange (EDI) information.
  - Enter optional Disaster Response Information.
5. Complete the Representations & Certifications section, which comprises the Federal Acquisition Regulation (FAR) and Defense Federal Acquisition Regulation Supplement (DFARS) provisions/clauses, Architect-Engineer Responses (SF330 Part II), and the Financial Assistance response page.
6. Complete the Points of Contact (POCs) section:
- Your Electronic Business POC is essential to the procurement process. Other government systems, such as the CAGE program, will use your government POC to contact you. List someone with direct knowledge of this registration for both of those POCs.
7. Make sure to select "Submit" after your final review.

You will receive a Registration Submitted – Confirmation message on the screen. If you do not see this message, you have not submitted your registration.



### How long will it take?

Allow up to **12-15 business days** after you submit before your registration is active in SAM.gov.

### How do I check the status of an Entity Registration

1. Login to SAM.gov (Registration Status is not available without login)
2. From your workspace, select Home from the menu, then select “Check Registration Status” on the homepage. The same “Check Registration Status” is also located on the Entity Registration landing page
3. From the check entity registration status you can enter a public entity's Unique Entity Identifier, CAGE code, or EFT Identifier
4. The status provides a quick summary for an entity, displaying the progress of that entity's most recent record. It will also display what steps remain until it is completed. The steps required are determined based on the purpose of registration.
5. Select the topic under the ‘More About’ for additional help on any of the status symbols or steps
6. To get the full entity details with reps and certs or any exclusions or to see non-public entities, you will need to use the main search.

For FREE help registering in SAM.gov, contact support at the [Federal Service Desk \(FSD\)](#).