



CENTRAL DISTRICT HEALTH

REQUEST FOR BID

**CDH Bathroom Remodel
FAC 2604**

TABLE OF CONTENTS

RFB ADMINISTRATIVE INFORMATION	1
1 OVERVIEW	2
2 QUESTIONS	3
3 INSTRUCTIONS FOR SUBMISSION OF BID	5
4 BID FORMAT	6
5 BID REVIEW, EVALUATION, AND AWARD	7
6 MANDATORY SUBMISSION REQUIREMENTS CHECKLIST	8
7 SCOPE OF WORK	9
ATTACHMENT 1 – OFFEROR QUESTIONS	10
ATTACHMENT 2 – MODIFICATION AND EXCEPTION FORM	12
ATTACHMENT 3 – COVER FORM	13
ATTACHMENT 4 – COST BID	16
ATTACHMENT 5 - CENTRAL DISTRICT HEALTH SIGNATURE PAGE	17
APPENDIX A – TERMS AND CONDITIONS	18

RFB ADMINISTRATIVE INFORMATION

CDH BOISE BATHROOM REMODEL:	CDH Bathroom Remodel / FAC 2604
RFB Project Description:	Remodel 4 CDH bathrooms according to attached plans
RFB Lead:	Connie Clark-Schuur Central District Health 707 N Armstrong Pl, Boise, ID 83704 bids@cdh.idaho.gov
Submitting Sealed Bid: MANUAL SUBMISSION MUST BE RECEIVED AT THE PHYSICAL ADDRESS DESIGNATED AND TIME/DATE STAMPED BY CENTRAL DISTRICT HEALTH PRIOR TO THE CLOSING DATE AND TIME. CENTRAL DISTRICT HEALTH CLOSSES AT 5:00 PM MONDAYS THROUGH FRIDAYS.	Address for Courier/US Mail: 707 N. Armstrong Pl Boise ID 83704
Submit electronically via email:	Electronic Submission: bids@cdh.idaho.gov
Mandatory Walk-Through Central District Health, main lobby 707 N Armstrong Pl Boise, Idaho 83704 IF YOU OR A REPRESENTATIVE FROM YOUR ORGANIZATION CANNOT ATTEND 1 OF THE 2 MANDATORY WALK-THROUGH SESSIONS, YOU WILL BE EXCLUDED FROM THE BID PROCESS.	March 16, 2026, at 10:00 a.m. or March 17, 2026, at 3:00 p.m. (MUST ATTEND ONE)
Deadline to Receive Questions:	March 25, 2026, at 4 p.m.
RFB Closing Date:	April 10, 2026, at 4 p.m.
Bid Opening Date:	April 14, 2026, at 9 a.m. https://youtube.com/live/mWmp6pu29MU?feature=share
Initial Term of Contract and Renewals:	Through project completion. Project is expected to be complete within 6 months from award.

1 OVERVIEW

1.1. Purpose

Central District Health is seeking a contractor to perform remodel work on four bathrooms at our Armstrong office according to the attached plans. Contractors are required to perform a job walk-through before their bid submission. The job walk-through will take place on the dates and times listed on the Administrative Information (page 1). Bidders must attend one of two mandatory sessions offered. Any bidder who can't attend must send a representative from their organization. Any bidder without representation at one walk-through will be excluded from the bid process.

1.2. Resulting Contract

If the CDH awards a contract from this Solicitation, it will do so by issuing a contract which will be an acceptance of the successful offer. The Contract will be comprised of that contract document; this RFB, including any incorporated documents; the successful Bid, including any clarifications requested by CDH; and an artifact formalizing any requirements agreed upon through contract discussions or negotiations, if applicable.

The following documents are incorporated into this RFB as if set out in their entirety:

- CDH Restroom Renovation Bid Set

RFB documents can be found on Central District Health's website. [Central District Health \(idaho.gov\)](http://Central District Health (idaho.gov)) If multiple versions of any of these documents are available on the website, the version in effect on the day the RFB was issued shall apply.

1.3 Required Types/Levels of Insurance Bonds

Vendor must provide the following:

- Payment Bond and Performance Bond that is 100% of the contract value and bid security in the amount of at least 5% of the bid amount.
- A public works license
- A minimum of \$1,000,000 liability insurance
- Workers' Compensation Insurance
- Commercial Automobile Insurance

1.4 Proof of Insurance

Within 5 business days of notification of award, the apparent successful bidder will provide certification of insurance required and will maintain insurance during the life of the contract. Failure to provide COI within 5 business days may cause bids to be declared non-responsive or your contract to be cancelled.

2 QUESTIONS

2.1. Restrictions on Communications

From the issue date of this RFB, until a contract is awarded, or the RFB is cancelled, vendors are prohibited from communications regarding this RFB with all CDH staff except the Purchasing manager. Communication with her must be directed to, bids@cdh.idaho.gov. Communication with evaluation committee members, or other associated individuals is prohibited. Communication regarding the RFB with prohibited staff could result in disqualification from continued participation in the RFB.

2.2. Questions

2.2.1. This solicitation is issued by CDH; documents will be posted on CDH website: [Central District Health \(cdh.idaho.gov\)](http://Central District Health (cdh.idaho.gov)). The RFB Lead, bids@cdh.idaho.gov is the only contact for this Solicitation. All correspondence must be in writing. In the event that it becomes necessary to revise any part of this RFB, amendments will be posted on the website. It is the responsibility of parties interested in this RFB to monitor the website for any updates or amendments. Any oral interpretations or clarifications of this RFB must not be relied upon. All changes to this RFB will be in writing and must be posted to [Central District Health \(cdh.idaho.gov\)](http://Central District Health (cdh.idaho.gov)) to be valid.

2.2.2. Questions or other correspondence must be submitted in writing to the RFB Lead (see contact information in the RFB Administrative Information, page 1). QUESTIONS MUST BE RECEIVED BY 4:00 P.M. MOUNTAIN TIME ON THE DATE LISTED IN THE RFB ADMINISTRATIVE INFORMATION.

2.2.3. Written questions must be submitted using **Attachment 1 - Offeror Questions**. Official answers to all written questions will be posted on CDH's website [Central District Health \(cdh.idaho.gov\)](http://Central District Health (cdh.idaho.gov)), as an amendment to this RFB.

2.3. Vendor Proposed Modifications and Exceptions to Requirements, Terms, and Conditions

2.3.1. Vendors are encouraged to submit any proposed modifications to the requirements, terms, or conditions of the RFB on **Attachment 2- Modification and Exceptions Form** prior to the deadline to submit questions. Questions regarding these requirements must contain the following:

- The rationale for the specific requirement being unacceptable to the party submitting the question (define the deficiency).
- Recommended verbiage should be consistent in content, context, and form with the requirement that is being questioned.
- Explanation of how CDH's acceptance of the recommended verbiage is fair and equitable to both CDH and to the party submitting the question.

2.3.2. In the event that a Bid contains modifications or exceptions to any Solicitation requirements, terms, or conditions which are not addressed during the question and answer period, they must be identified and submitted on **Attachment 2 - Modification and Exception Form** and must contain the same information outlined in Section 2.3.1, above. CDH will not consider any modifications or exceptions that are not identified specifically on Attachment 2.

2.3.3. CDH has sole discretion to determine if the modifications or exceptions submitted by an Offeror would result in a material change or otherwise threaten the integrity of the procurement process. CDH will only negotiate non-material modifications or exceptions. Modifications or exceptions which CDH determines to be material, or which otherwise threaten the integrity of the procurement process, will not be accepted or negotiated. In the event that the Offeror has conditioned its Bid on CDH's acceptance or negotiation of its proposed modifications or exceptions, and the modifications or exceptions are deemed material, the Offeror will be given the opportunity to retract the proposed modifications or exceptions from its Bid. Failure to do so will result in the Offeror's Bid being found non-responsive, after which it will receive no further consideration.

2.3.4. Non-material modifications or exceptions may be discussed with the apparent successful Offeror, at the discretion of CDH; however, CDH shall have the right to reject any and all such modifications and/or exceptions, or to call an end to such discussions, and to instruct the Offeror to amend its Bid and remove the modifications and/or exceptions. Failure to do so may result in CDH finding the Bid non-responsive.

2.3.5. Except as otherwise provided within the Solicitation, the State will not consider modifications or exceptions to the requirements, terms, or conditions which are proposed after the RFB Closing Date.

3 INSTRUCTIONS FOR SUBMISSION OF BID

3.1. General Instructions

3.1.1. Bids may be submitted electronically or manually, as detailed below. Except as otherwise addressed in this solicitation, all submission materials must be submitted at the same time (in a single package or electronic submission). If multiple submissions are received, only the latest timely submission will be considered.

3.1.2. Alternate bids are not allowed.

3.1.3. All electronic files (whether submitted electronically or manually) must be in Microsoft Word or Excel format; the only exception is for financials, brochures, or other information only available in an alternate format.

3.2. Electronic Submission

3.2.1. Electronically submitted Bids must be submitted via email to bids@cdh.idaho.gov.

3.2.2. Offerors are advised to upload response materials with descriptive file names, organized and consolidated in a manner which allows evaluators to efficiently navigate the Offeror's response.

3.3 Manual Submission

3.3.1. The Bid must be addressed to the RFB Lead, sealed, and identified as "CDH Boise Bathroom Remodel, FAC 2604" Include your company name on the outside of the package.

4 BID FORMAT

These instructions describe the format to be used when submitting a Bid. The format is designed to ensure a complete submission of information necessary for an equitable analysis and evaluation of submitted Bids. There is no intent to limit the content of Bids.

4.1. Table of Contents

Include a table of contents in the Technical Bid identifying the contents of each section, including page numbers of major Sections.

4.2. Format

Bids must include a response to each section and each section must be clearly identified. Sections to be included are: Signature Page, Cover Form, Acknowledgement of Amendments (if applicable), all elements of Section 7 (Scope of Work). Bids should also include any applicable attachments as listed in the RFB. In your response, restate the RFB section and/or Section, followed with your response.

Offerors are encouraged to use a different color font, bold text, italics, or other indicator to clearly distinguish the RFB section from the Offeror's response. Except for brochures, financials, work samples, or other similar submission items, all electronic Bids must be submitted in Microsoft Word or Excel and must not be locked. Offerors are strongly cautioned against including website links or imbedded documents in the Bid; CDH will not be responsible for the RFB Lead or any evaluator's failure to consider information outside of or imbedded in the Bid.

4.3 Timeliness

Complete bids must be submitted by the close date of the RFB. Late submissions will not be considered.

5 BID REVIEW, EVALUATION, AND AWARD

5.1. Overview

The objective of CDH in soliciting and evaluating Bids is to ensure the selection of a firm or individual that will produce the best possible results for the funds expended.

5.1.1. All Bids will be reviewed first to ensure that they meet the Mandatory Submission Requirements of the RFB. Any Bid(s) not meeting the Mandatory Submission Requirements will be found non-responsive.

5.1.2. Evaluation Criteria

Technical Bid:

Mandatory Submission Requirements	Pass/Fail
Scope of Work	100 points
<u>Cost Bid</u>	<u>100 points</u>
TOTAL POINTS	200 points

5.2. Technical Bid

The Technical Bid includes required documentation and the Scope of Work and will be reviewed to ensure it meets the required elements.

5.3. Cost Bid

The Cost Bid, Attachment 4 will be evaluated for all Offerors who submit and meet all technical requirements.

5.4 Award

Award of Contract will be made to the responsive Offeror whose Bid receives the highest number of total points.

6 MANDATORY SUBMISSION REQUIREMENTS CHECKLIST

NOTE: THIS CHECKLIST IS PROVIDED AS A COURTESY ONLY; OFFERORS ARE RESPONSIBLE FOR SUBMITTING ALL MANDATORY SECTIONS, ATTACHMENTS, SUBMITTAL ITEMS, ETC., REGARDLESS OF WHETHER THEY ARE IDENTIFIED IN THIS LIST.

- Cover Form: Complete, sign, and submit **Attachment 3, Cover Form.**
- Acknowledgement of Amendments (if applicable, form will be provided if Amendments are in place and need to be Acknowledged).
- Section 7:** Scope of Work – Provide response to the following sections: 7.1 Requirement, 7.2 Project Lead, 7.3 Key Personnel and Qualifications, 7.4 Subcontractors
- Cost Bid:** Provide your cost information on the form provided in **Attachment 4, Cost Bid.**
- Review the required types and levels of insurance, these are mandatory requirements. If you do not already have the required types and levels of insurance, you are **strongly encouraged** to contact your insurance representative to find out if you will be able to obtain the required insurance. If you are awarded a Contract, failure to provide proof of the required insurance will be grounds for termination of the Contract.
- Attachment 5- Central District Health Signature Page**

7 SCOPE OF WORK

All sections of the Scope of Work are required contract services. Use this Bid outline as part of your response to the RFB. You must describe in detail how you will meet each requirement below. Include personnel, proposed timelines, methodologies, and any pertinent information that will be required from the Agency in order to achieve full compliance with all tasks and deliverables. There is no suggested length for the Scope of Work section, please answer each element completely.

7.1 Requirement

- CDH Restroom Renovation Bid Set [2026-0206 Combined Bid Set.pdf](#)
– attached (for bidding purposes only – contractor to obtain approved drawings from City of Boise prior to commencement of work.
- Contractor to provide weekly updates to CDH project manager.
- Contractor to ensure one male and one female bathroom are available and fully functional throughout the duration of the project.
- Contractor to maintain a clean and safe job site and clean workspace at the end of each day.

****Use of nicotine/tobacco products is prohibited on CDH property.****

7.2 Project Lead

Identify the person who will be the dedicated Project Lead if Offeror is awarded a contract. Provide a description of the proposed Project Lead's experience and qualifications.

7.3 Key Personnel and Qualifications

Provide a list of key personnel who will assist with completion of the job. **Your response should demonstrate the extent to which you have the expertise to accomplish the Scope of Work.**

7.4 Subcontractors

If you intend to utilize subcontractors, describe the extent to which they will be used to comply with Contract requirements. Include each position providing service and provide a detailed description of how the subcontractors are anticipated to be involved under the Contract. Include a description of how the Offeror will ensure that all subcontractors and their employees will meet all Scope of Work requirements.

If you do not intend to utilize subcontractor(s), provide a statement to that effect.

7.5 Agency Responsibilities

Agency will be responsible for: Building & Parking Access for Vendors / Contractors

ATTACHMENT 1 – OFFEROR QUESTIONS

CDH BOISE BATHROOM REMODEL / FAC 2604

Instructions:

DO NOT IDENTIFY YOUR NAME OR YOUR COMPANY’S NAME OR PRODUCT NAMES OF INTELLECTUAL PROPERTY IN YOUR QUESTIONS.

ADD ROWS BY HITTING THE TAB KEY WHILE WITHIN THE TABLE AND WITHIN THE FINAL ROW.

The following instructions must be followed when submitting questions using the question format on the following page.

1. DO NOT CHANGE THE FORMAT OR FONT. Do not bold your questions or change the color of the font.
2. Enter the RFB section number that the question is for in the “RFB Section” field (column 2). If the question is a general question not related to a specific RFB section, enter “General” in column 2. If the question is regarding a CDH Term and Condition or a Special Term and Condition, state the clause number in column 2. If the question is regarding an attachment, enter the attachment identifier (example “Attachment 1”) in the “RFB Section” (column 2), and the attachment page number in the “RFB page” field (column 3).
3. Do not enter text in the “Response” field (column 5). This is for CDH use only.
4. Once completed, this form is to be e-mailed to bids@cdh.idaho.gov. The e-mail subject line is to state the FAC 26 followed by “Questions.”
5. Compiled form with answers to all questions will be posted on CDH website, amendments will be made as needed and will be announced on CDH website.

CDH BOISE BATHROOM REMODEL / FAC 2604

Question	RFB Section	RFB Page	Question	Response
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ATTACHMENT 3 – COVER FORM

CDH BOISE BATHROOM REMODEL / FAC 2604

Attachment 3, Cover Form must be completed, signed, and submitted with your Bid. Failure to complete and submit this form may result in your Bid being deemed non-responsive.

Instructions: Copy and paste this form onto your company letterhead, or include the following information: Offeror’s company name, mailing address, phone number, fax number, e-mail address, and name of Offeror’s authorized signer. The cover form must include the FAC 26 and CDH BOISE BATHROOM REMODEL and must be signed by an individual authorized to commit the Offeror to the contents of the Bid.

Requirement	Response
Offeror’s corporate or other legal entity status	<input type="checkbox"/> Corporation <input type="checkbox"/> Limited Liability Corporation (LLC) <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other (specify)
Offeror’s Tax Identification Number	EIN:
Offeror’s DUNS Number	DUNS:
Is Offeror a legal entity with the legal right to contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Other than modifications/exceptions identified on Attachment 2, in compliance with Section 2.4 of this RFB, does Offeror accept, and is Offeror willing to comply with, the requirements of this RFB and attachments, including but not limited to those identified in Section 1.4 and the Special Terms and Conditions in Appendix?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Is Offeror in compliance with applicable equal employment regulations?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does Offeror affirm that it has not employed any company or person other than a bone fide employee working solely for the Offeror or a company regularly employed as its marketing agent, to solicit or secure the Contract, and that it has not paid or agreed to pay any company or person, other than a bone fide employee working solely for the Offeror or a company regularly employed by the Offeror as its marketing agent, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award of the Contract.?	<input type="checkbox"/> Yes <input type="checkbox"/> No

<p>Does Offeror understand and agree that for breach or violation of the above term, CDH has the right to annul the Contract without liability or, in its discretion, to deduct from the offered price the amount of any such fee, commission, percentage, brokerage fee, gifts, or contingencies.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Firm(s) and/or staff responsible for writing the Bid</p>	<p>Names:</p>
<p>Does Offeror affirm that it is not currently suspended, debarred, or otherwise excluded from federal or state procurement and non-procurement programs? Note: vendor information is available at https://sam.gov.</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Does the Offeror affirm that the Bid will be firm and binding for ninety (90) calendar days from the Bid opening date?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Does Offeror warrant that it does not knowingly and willfully employ persons who cannot legally work in this country; and that Offeror takes steps to verify that it does not hire persons who have entered our nation illegally or cannot legally work in the United States; and that any misrepresentation in this regard or any employment of persons who have entered our nation illegally or cannot legally work in the United States constitutes a material breach and will be cause for the imposition of monetary penalties up to five percent (5%) of the Contract price, per violation, and/or termination of the Contract?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Does Offeror warrant that its employees are 95% bona fide Idaho residents (pursuant to Idaho Code 44-1002)?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Does Offeror warrant that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of goods or services from Israel or territories under its control (pursuant to Idaho Code 67-2346)?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Does Offeror warrant that it is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China (pursuant to Idaho Code 67-2359)?</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No
<p>Does Offeror warrant that it is not currently engaged in, and will not for the duration of the contract engage in, a boycott of any individual or company because the individual or company: engages in or supports the exploration, production, utilization, transportation, sale, or manufacture of fossil fuel-based energy, timber, minerals, hydroelectric power, nuclear energy, or</p>	<input type="checkbox"/> Yes <input type="checkbox"/> No

agriculture; or engages in or supports the manufacture, distribution, sale, or use of firearms, as defined in section 18-3302 (2) (d) Idaho Code (pursuant to Idaho Code 67-2347A)?	
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Signed By: _____

Printed Name: _____

Date: _____

ATTACHMENT 4 – COST BID

CDH BOISE BATHROOM REMODEL / FAC 2604

Attachment 4, Cost Bid must be completed and submitted with your Bid. The Offeror must provide an estimated total cost.

Company Name: _____

Name of Individual submitting bid: _____

Phone: _____ Fax: _____

E-mail: _____

ATTACHMENT 5 - CENTRAL DISTRICT HEALTH SIGNATURE PAGE

CDH Boise Bathroom Remodel / FAC 2604

Mail your quotation package to:

Central District Health
Attn: Connie Clark-Schuur
707 N. Armstrong Pl.
Boise, ID 83704

or

Email your quotation package to:

Connie Clark-Schuur
bids@cdh.idaho.gov

This RFB response is submitted in accordance with all documents and provisions of the specified RFB Title provided below. By my signature I accept the terms, conditions and requirements contained in the solicitation, including, but not limited to, Central District Health's STANDARD CONTRACT TERMS AND CONDITIONS and the solicitation instructions to vendors in effect at the time this RFB was issued, as incorporated by reference into this solicitation; as well as any SPECIAL TERMS AND CONDITIONS incorporated in the solicitation documents (e.g. Software, Telecommunications, Banking, etc.). As the undersigned, I certify I am authorized to sign and submit this response for the named Vendor. I further acknowledge I am responsible for reviewing and acknowledging any addendums that have been issued for this solicitation.

RFB Title: CDH Boise Bathroom Remodel / FAC 2604

VENDOR (Company Name) _____

ADDRESS _____

CITY, ST, ZIP _____

PHONE: _____ FAX: _____ FEIN: _____

E-Mail: _____

Signature

Date

Printed Name

Title

APPENDIX A – TERMS AND CONDITIONS

CDH BOISE BATHROOM REMODEL / FAC 2604

Should a contract be granted with an offeror, the following Terms and Conditions will apply:

1. Contractor agrees to provide District with the Contracted Services all as more specifically set forth in Section 7 Scope of Work attached to this Agreement.
2. The effective date of this Agreement shall be [REDACTED].(a) The termination date for this Agreement is [REDACTED].(b) If no termination date has been specified in (a) immediately preceding, then this Agreement shall remain in full force and effect until terminated by either party upon 30 days' written notice to the other party at the address set forth in paragraph 9 hereof. Termination pursuant to paragraph 2(b) may be without cause.
3. Upon default, the District or Contractor may cancel this Agreement without any notice and may pursue any and all legal, equitable, and other available remedies. Default occurs if the District or Contractor fails to perform any of the covenants, conditions, or services of this Agreement, and such defects in performance are not cured within ten working days after receipt of written notice of default.
4. District and Contractor expressly agree (a) that Contractor is an independent Contractor; (b) that there exists no employer-employee relationship between the District and Contractor; and (c) that there exists no principal-agent relationship between the District and Contractor.
5. As compensation for the services to be performed pursuant to this Agreement, District agrees to pay Contractor at such times and in such amounts as is set forth on Exhibit "B" attached hereto, and by this reference incorporated herein. Contractor acknowledges that as an independent contractor, Contractor is not entitled to overtime compensation or any other additional compensation pursuant to the Fair Labor Standards Act.
6. Contractor acknowledges that Contractor is not eligible to participate in or to be covered by the District for the following programs:
 - a. Unemployment compensation
 - b. Social Security
 - c. Group life insurance
 - d. Public employees' retirement
 - e. Worker's Compensation
 - f. Malpractice liability insurance
 - g. Withholding for State and Federal Tax purposes
7. Contractor agrees to defend, indemnify, and hold the District harmless from any claim, cause of action, loss, cost, or damage arising out of or in any way connected with or incidental to any occurrence associated in any way with Contractor's performance of Contracted Services.

8. Contractor agrees to maintain confidentiality of all information utilized or gained in performing the Contracted Services. Contractor also acknowledges that Contractor is bound and shall abide by all provisions of the Equal Opportunity Employment Act in performing the Contracted Services.

9. Contractor agrees to maintain an adequate system of accounting and internal controls to meet all appropriate federal and state requirements and such conditions and provisions as the District may deem necessary. Contractor acknowledges that Contractor is bound and shall abide by all federal and state provisions in performing the Contracted Services. Contractor is not excluded, suspended, or debarred from any government services or payments.

10. Contractor agrees to maintain all fiscal records, including its books, audit papers, documents, and any other evidence of accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract.

11. Contractor agrees to maintain all records and documents relevant to this contract for three years from the date of final payment. These records shall be available for and subject to inspection, review, or audit and copying by the District and any person duly authorized by the District at all reasonable times.

12. When federal or state audits indicate that payments to the Contractor do not meet the applicable federal regulations or state rules, the Contractor shall refund and pay to the District any payments made, plus costs, including audit costs, arising from the Contractor's ineligible or improper receipt or use of federal financial participation funds, and the District must refund such payments to the applicable federal funding agency.

13. By entering into this Agreement, the Contractor certifies that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Idaho. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee, or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

a. The Contractor certifies that it has verified the state and federal suspension and debarment status for itself and for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties, or costs that might arise from the use of a suspended or debarred subcontractor. The Contractor shall immediately notify Central District Health if it or any subcontractor becomes debarred or suspended, and shall, at Central District Health's request, terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

14. Certification concerning boycott of Israel. The Contractor certifies that pursuant to Idaho Code section 67-2346 (effective July 1, 2021), if payments under the Subgrant exceed \$100,000.00 and Subgrantee employs ten or more persons, Subgrantee certifies that it is

not currently engaged in, and will not for the duration of the Subgrant engage in, a boycott of goods or services from Israel or territories under its control. The terms in this section defined in Idaho Code section 67-2346 shall have the meaning defined therein.

15. The Contractor certifies that pursuant to Idaho Code section 18-87 that the Contractor does not use public funds or facilities to provide, perform, participate in, promote or induce, assist, counsel in favor of, refer or train a person for an abortion related activity.

16. If notice shall be required to be given by Contractor to the District, notice shall be sent by certified mail to:

Central District Health
707 N. Armstrong Pl.
Boise, ID 83704

If notice shall be required to be given by District to the Contractor, notice shall be sent by certified mail to:

Address Line 1
Address Line 2
Address Line 3

17. This Agreement is the full and complete Agreement of the parties hereto. This Agreement may be modified or amended only if such modification or amendment is in writing and subscribed by the parties hereto.

18. If a suit or action is instituted to enforce any of the terms of this Agreement, the prevailing party shall be entitled to recover all costs and attorney fees from the non-prevailing party.