



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

SOLICITATION OF QUALIFICATIONS
COVER PAGE

SOQ Number: **7036-19**

SOQ Title: **Choices@Home Voucher Program -
Homemaker and Personal Care Providers**

SOQ Questions Due: **Tuesday, May 7, 2019**

Submittal Due Date: **Wednesday, May 15, 2019**

Email Address: purchasing@bouldercounty.org

Documents included in this package:

- Proposal Instructions
- Terms and Conditions
- Specifications
- Submittal Checklist
- Evaluation Criteria
- Website Instructions
- Sample Contract



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PROPOSAL INSTRUCTIONS

1. Purpose/Background

Awarded vendors will be expected to enter into a continuing services contract with the county with the option to renew for four more one year terms. No work is guaranteed by an award of a contract.

Specifications and a sample contract are attached.

2. Written Inquiries

All inquiries regarding this SOQ will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m., Tuesday, May 7, 2019. A response from the county to all inquiries will be posted and sent via email no later than 2:00 p.m., Thursday, May 9, 2019.

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

3. Submittal Instructions

Submittals are due through the OAA-SYS online portal for time and date recording on or before **2:00 p.m. Mountain Time on Wednesday, May 15, 2019.**

<http://bouldercountyaaa.oaa-sys.com/rfp/>

All SOQs must be received, and time and date recorded by the portal by the above due date and time. Sole responsibility rests with the proposer to see that their SOQ response is received on time. Any responses received after due date and time will not be reviewed.

The Board of County Commissioners reserves the right to reject any and all responses, to waive any informalities or irregularities therein, and to accept the proposal that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado.

Americans with Disabilities Act (ADA): If you need special services provided for under the Americans with Disabilities Act, contact the ADA Coordinator or the Human Resources office at (303) 441-3525 at least 48 hours before the scheduled event.



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TERMS AND CONDITIONS

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 is submitted 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 SOQ documents will be made by Addendum. Interpretations, corrections and changes of the SOQ documents made in any other manner will not be binding, and proposer will not rely upon such interpretations,

corrections and changes. The County's Representative will not be responsible for oral clarification.

10. Confidential/Proprietary Information: Proposals submitted in response to this "Request for Proposals" and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract will be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**
11. Boulder County promotes the purchase/leasing of energy efficient, materials efficient and reduced toxic level products where availability, quality and budget constraints allow. Proposers are expected whenever possible to provide products that earn the ENERGY STAR and meet the ENERGY STAR specifications for energy efficiency with power management features enabled. Proposers are encouraged to offer products and equipment with post-consumer recycled-content materials. Products should be packaged and delivered with a minimum amount of recycled packaging that adequately protects the product, but is not excessive.
12. Pursuant to Colorado law (House Bill 1292), in any bidding process for public works in which a bid is received from a non-resident bidder who is from a state that provides a percentage bidding preference, a comparable percentage disadvantage shall be applied to the bid of that bidder. Bidders may obtain additional information from the Department of Personnel's website: <http://www.colorado.gov/dpa/>.

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.



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SPECIFICATIONS

Background

BCAAA requests qualifications for licensed providers of in-home personal care and homemaker services for adults age 60 and over who reside in Boulder County. Providers will be considered for participation in the Choices@Home program, a client-directed, reimbursement-based, voucher program. The Choices@Home program is seeking qualified in-home Service Providers who meet the program requirements, demonstrate high quality strength-based service delivery, and a passion to serve those most in need.

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(s) that, in the opinion of the Board, is in the best interest of the Board and of the County of Boulder, State of Colorado. Awarded providers will be expected to enter into a Continuing Services Contract with the County with the option to renew for up to four more one-year terms. No work is guaranteed by the award of a contract.

Work to be Performed

Homemaker: Provide assistance with tasks essential to maintaining a household, such as preparing meals, laundry, shopping, managing money, and housekeeping.

1 unit of service = 1 hour

Urban - \$25/hour

Rural - \$37.50/hour

Personal Care: Provide assistance with bathing, dressing, eating, toileting, transferring in and out of bed or chair, walking and other daily activities.

1 unit of service = 1 hour

Urban - \$26/hour

Rural - \$39/hour

Zip codes that qualify for Rural rates: **80025, 80455, 80466, 80471, 80481, 80510, 80540.**

Program Requirements

The voucher program is paid for with both federal (Older Americans Act) and state (State Funds for Senior Services) funds. As a result, there are several programmatic requirements that your organization must meet in order to qualify as a provider in the voucher program.

Training and Supervisory Requirements: Provider shall document that all homemakers have received a minimum of eight (8) hours of training or have passed a skills validation test conducted by the provider prior to delivery of services in the provision of homemaker services.

Staff rendering personal care services to older adults shall receive at least twenty (20) hours of training related to performing personal care tasks or pass a skills validation test before providing the service.

Supervisory visits in the presence of at least one care provider shall be conducted at least every three (3) months for individuals receiving personal care and at least every six (6) months for those receiving homemaker services

Background Checks: Provider must ensure that criminal background checks are conducted for all employees, volunteers, and contractors who have direct contact with participants.

CAPS Checks: Provider must demonstrate that they have or are willing to develop a CAPS check policy, as required by State law.

On-Site Program Assessment: Provider must agree to cooperate with and provide records to BCAAA as requested and participate in an onsite assessment within one year of contracting.

Duplication: Provider must agree not to use funds to duplicate services that may be funded through Medicaid, Medicare, Title XX, or other available federal, state, or local sources.

Assurance of Compliance: The Provider must assure that the organization and relevant staff will comply with all applicable federal, state, and local fire, health, safety, sanitation and other standards prescribed in law or regulations.

Protect Client Confidentiality and HIPPA Compliance: Provider must agree to maintain the confidentiality of protected health information, including the consumer's personal identification information, and ensure that no information about an eligible consumer is disclosed to parties other than BCAAA without the informed written consent of the consumer or his or her legal representative. As a part of the contract, the provider must sign a Business Associates Agreement with the BCAAA.

Invoice and Payment: Agencies that participate in the voucher program will be reimbursed monthly for services rendered. Reimbursement requests must be submitted by the 15th of the month following service delivery through the online voucher management portal.

Insurance Requirements

Proof of all current insurance must be uploaded with your SOQ in the form of a sample certificate.

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.

Auto Liability - Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

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

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

Workers' Compensation and Employer's Liability - Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

Professional Liability - 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.

Third Party Fidelity Insurance - This coverage is required when the contractor or employees thereof, handle money or property on behalf of a client. This can also be provided by a third party fidelity bond. The limit shall be \$1,000,000 per Loss.

Timeline

- **Wednesday, May 15th** – SOQ close date, qualifications must be submitted by 2pm MST
- **May 16th to May 21st** – BCAA Review of submissions
- **Thursday, May 23rd** – Choices@Home providers announced
- **Monday, July 1st, 2019** – Contract start date

Evaluation Criteria

Up to 4 agencies will be selected as additional providers for the Choices@Home program. If less than 4 agencies respond, all qualified applicants will be selected. If more than 4 agencies respond, priority will be given to non-profit certified home health care agencies and agencies

that have experience providing services to older adults, provide service in Boulder County mountain communities, and providers certified for Medicaid reimbursement.



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SUBMITTAL SECTION

The proposer's attention is especially called to the items listed below, which must be uploaded to the OAA-SYS portal as part of the PROPOSAL. Failure to submit or include any of the items 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 Solicitation of Qualifications (SOQ) may be cause for rejection of the PROPOSAL.

ITEM
RESPOND: Narrative Questions (See Below)
DOCUMENT: License documentation
DOCUMENT: Background check and CAPS check policies
DOCUMENT: Privacy/Confidentiality Policy
DOCUMENT: Non-Discrimination Policy
DOCUMENT: Sample Certificate of Insurance
DOCUMENT: W-9

Narrative Questions

1. What type of license does your organization operate under?
 - Class A or B?
2. Are employees licensed, insured, and bonded? Please provide details.
3. What is the male/female ratio of your caregiving staff?
4. Do you have any bilingual staff members? If so, what languages do they speak?
5. Are there geographic limitations to your service? If so, please describe your service area.
6. Is your organization Medicaid/Medicare Certified?
7. Can you ensure that all caregivers delivering services for the voucher program are background checked?
8. Can you ensure that caregivers serving at-risk older adults under this contract have had a CAPS background check?
9. What is your policy regarding disclosure of consumer's rights to participants?
10. What is your policy if a care provider is unable to keep an appointment?
11. How many additional clients can your organization currently take on?
12. How would the organization handle a substantial increase of clients over and above projected capacity estimates?
13. Does your organization meet the Training and Supervisory Requirements of the voucher program (listed below)?
Provider shall document:
 - That all homemakers have received a minimum of eight (8) hours of training or have passed a skills validation test conducted by the provider prior to delivery of services in the provision of homemaker services.
 - Staff rendering personal care services to older adults shall receive at least twenty (20) hours of training related to performing personal care tasks or pass a skills validation test before providing the service.
 - Supervisory visits in the presence of at least one care provider shall be conducted at least every three (3) months for individuals receiving personal care and at least every six (6) months for those receiving homemaker services
14. Do you currently offer a sliding scale or discount for low-income, private pay clients?
15. If selected as a provider for the Choices@Home program, would you be willing to extend the program rates to Choices clients if they elect to purchase additional private pay hours?



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EVALUATION CRITERIA

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

- Information presented in proposal
- Ability of the vendor to provide quality and timely services
- Qualifications and experience of the vendor
- Non-profit
- Service provision in Boulder County mountain communities
- Medicaid/Medicare Certified

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


Description	Points
Previous provider for Choices@Home	5
10+ new client capacity	5
Non-profit	5
Mountain Communities served	10
Medicaid/Medicare Certified	10
Bilingual caregivers	5
Total Possible	40



**SOQ #7036-19 BCAA
Choices@Home**

**Homemaking and Personal Care Services
WEBSITE INSTRUCTIONS**

May 1, 2019



JUST AN FYI-
SOME OF THE EXAMPLE SCREEN SHOTS
SHOW “GRANT RENEWAL APPLICATION”-
WHICH IS FINE, THEY ARE ALL BUILT ON
THE SAME TEMPLATE.

ARE YOU READY?

<http://bouldercountyaaa.oaa-sys.com/rfp/>

OAA-SYS RFP System

bouldercountyaaa.oaa-sys.com/rfp/

Boulder County
Colorado

OAA-SYS
Request for Proposal System

Area Agency on Aging

Please Log in

Please log in

Select RFP: SFY 2016 RFP(Feb 11 2015 8:00AM)

Email Address:

Password:

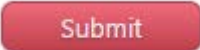
Login

If registering for the first time, [click here](#)

Built by CHOCOLATE SOFTWARE
Terms of Use.

OAA-SYS


Logging-in for the first time

1. Select **SOQ# 7025-19**
2. Then- **“If registering for the first time, click here”**
3. Next page will guide you through “Terms and Conditions of Use”
4. Click on “I agree to terms as noted above”
5. Click on 



Create Profile - FY 2016 Grant Renewal Applications

* = required field

Agency: * 

Enter Agency Password: *

Your Name: * First: Last:

Your Title: *

Address: *

Address Part 2:

City: *

State: * Your Zip Code: *

Phone Number: * Extension:

Fax Number:

Email Address: *

Do you want to be on our email distribution list? * Yes No

Create a Password for Yourself: *

Re-enter Password: *

By creating this profile, proposer confirms that he or she is a duty authorized agent of the above-referenced agency.

Create Agency Profile

1. Click on "Agency Not in List Above"

Create Agency Profile - FY 2016 Grant Renewal Applications

Since your agency does not yet exist in the system for this RFP cycle (FY 2016 Grant Renewal Applications), please fill out the form below to create your agency's profile.

Important notes:

- You will need to **share the agency password you create** with others in your organization before they can create their personal profile.
- After creating this agency record, you will still need to create a personal profile for yourself.

If you have any questions about this process, please contact Carol Cross at 303.441.1598

* = required field

Name of Agency: *	<input type="text" value="Beautiful Sunset"/>
Address: *	<input type="text" value="1234 Main St"/>
Address Part 2:	<input type="text"/>
City: *	<input type="text" value="Boulder"/>
State: *	<input type="text" value="CO"/>
Your Zip Code: *	<input type="text" value="80306"/>
Phone Number: *	<input type="text" value="555-555-5555"/>
Extension:	<input type="text"/>
Fax Number:	<input type="text"/>
Create an Agency Password: *	<input type="password" value="****"/>
Re-enter Agency Password: *	<input type="password" value="****"/>

Agency Information

1. Enter required information
 - Agency password will be different than your own password (unless you make them the same)

Create Profile - FY 2016 Grant Renewal Applications

A record for your agency was created successfully. Please now create a profile for yourself.

* = required field

Agency: *	<input type="text" value="Beautiful Sunset"/>	<input type="button" value="Agency Not in List Above"/>
Enter Agency Password: *	<input type="password" value="...."/>	
Your Name: *	First: <input type="text" value="Carol"/>	Last: <input type="text" value="Cross"/>
Your Title: *	<input type="text" value="Compliance"/>	
Address: *	<input type="text" value="1234 Main St"/>	
Address Part 2:	<input type="text"/>	
City: *	<input type="text" value="Boulder"/>	
State: *	<input type="text" value="CO"/>	Your Zip Code: * <input type="text" value="80306"/>
Phone Number: *	<input type="text" value="555-555-5555"/>	Extension: <input type="text"/>
Fax Number:	<input type="text"/>	
Email Address: *	<input type="text" value="sunset@gmail.com"/>	
Do you want to be on our email distribution list? *	<input checked="" type="radio"/> Yes <input type="radio"/> No	
Create a Password for Yourself: *	<input type="password" value="...."/>	
Re-enter Password: *	<input type="password" value="...."/>	

By creating this profile, proposer confirms that he or she is a duty authorized agent of the above-referenced agency.

User Profile

1. The system will pull the Agency information into the fields
2. Enter Name, Title, Email, and your own password (can be the same as agency)
3. Click on Create Profile

Required Reading

Please review the following sections of the required reading. A link to the required reading will also be available to you as you work on your proposal(s).

il(s).

- [Renewal timeline](#)
- [Background and Summary](#)
- [Services to be funded](#)
- [Older Americans Act and Policies & Procedures Manual Links](#)
- [Program Requirements: Federal, State, and County Compliance](#)
- [Fiscal Management Requirements](#)
- [Insurance Requirements](#)
- [HIPAA Business Associate Agreement](#)
- [Evaluation Criteria](#)

I have read and understand the information in the required reading sections.

Required Reading

1. You can click through all of the required reading by hitting
 - You will have to click on the red box in each section in order to move forward
2. Click on the “I have read and understand” box and then the “Agree” button to proceed

New response

Create new response



Agency Home Page

The response was deleted successfully.

Instructions

To create a new response, use the "Create new response" menu option on the left.

Proposal Created

A new blank proposal record was created for you.

Cancel New Proposal

Work on New Proposal



Create New Proposal

1. Click on "Create New Proposal"
2. Click on "Work on New Proposal"

Navigating the Site

Navigate

[Agency Home Page](#)

Work on Proposal

[General Information](#)

[Contacts](#)

[Services](#)

[Proposal Narrative](#)

[Upload Associated Documents](#)

Finalize Proposal

[Validate](#)

[Submit](#)

[Print](#)

- The pane on the **left** of the screen contains all sections of the SOQ
- You can navigate back and forth between the sections, just remember to **SAVE** before leaving the page
- For this GRA, you will need:
 - **General Information**: Agency type and description
 - **Services**: Select types of services you offer (Homemaker and/or Personal Care)
 - **Contacts**: SOQ user information
 - **Proposal Narrative**: Qualification questions
 - **Upload Associated Documents**: sample insurance certificate, non-discrimination policy and licensure

General Information

General Information

Please provide the following information. All fields are required.

Title

This title should be reflective of the services to be provided under this response and will be the identifier that will appear in your list of saved responses on the Agency Home Page.

Happy Helpers are awesome

You have entered 25 characters so far.

Agency Background

Agency Name:

Happy Helpers

DBA Name (if different from above):

LTC unlimited

Federal Employer Identification Number (FEIN):

45-1213413

Inception Date:

02/27/1979

Type of Organization:

Non-profit ▼

DBE status (select all that apply):
Hold shift key to select multiples

Woman-owned ▲
Minority-owned ▼

Agency Description

Provide a brief history of your agency/organization, and describe its activities/experience as they related to the program/service.

Please limit your description to 750 words

You have entered 0 words so far.

Services

- Click on the drop-down box for available services
- Select services provided and click “Add Now”

Services

Please identify the service(s) you plan to provide. Select the service from the dropdown below and then click the “Add Now” button.

Add Service:

Add Now



Services Provided:

Service	Delete
Homemaking	Delete
Personal Care	Delete

Narrative

- Provide responses to questions
- You can save your work and come back to it at a later time!
- A response to all questions is required!

Narrative

Please address the questions listed below, limiting each response to **approximately 400 words**. You do not need to use complete sentences. Lists, bulleted items, etc. are acceptable but please be as specific as possible. **Remember to save often.** Your session will time out after 20 minutes of inactivity.

Question 1:

Please describe the roles and qualifications/relevant experience of organizational leadership.

Lorem ipsum dolor sit amet, esse ferri eruditi et eos, dico albucius id eos. Ei has labitur facilis persecuti. At mei erat suscipit nominati, no aperiam adversarium vis, eum quis inimicus ex. Possim adversarium ut pro. Sale feugait ei nec.

Question 2:

What type of license does your organization operate under?

Lorem ipsum dolor sit amet, esse ferri eruditi et eos, dico albucius id eos. Ei has labitur facilis persecuti. At mei erat suscipit nominati, no aperiam adversarium vis, eum quis inimicus ex. Possim adversarium ut pro. Sale feugait ei nec.

Question 3:

Is your organization Medicaid/Medicare Certified?

Lorem ipsum dolor sit amet, esse ferri eruditi et eos, dico albucius id eos. Ei has labitur facilis persecuti. At mei erat suscipit nominati, no aperiam adversarium vis, eum quis inimicus ex. Possim adversarium ut pro. Sale feugait ei nec.

Upload Documents

- Review list of required documents (screen shot below does not reflect *current* required documents)
- Click on “Add a Document”
- Once “New Document” appears below list, click on “Edit” to select a file on your computer to name and upload

Uploaded Documents

The document was deleted successfully.

Submit the following documents along with your response. Required documents are flagged so. Include the other documents if they are appropriate for your specific response:

- License Documentation - REQUIRED
- Non-Discrimination Policy - REQUIRED
- Sample Insurance Certificate - REQUIRED

Use the link below to create a blank record for each document you need to upload and then use the "edit" link in the table to describe and upload the document.

[Add a Document](#)



NOTE: You can upload multiple copies of the same type of document (for example, if your document is split across multiple files).

1 document attached

Document Title	Document Type	Filename	Edit/Re-upload	Delete
NEW DOCUMENT			Edit	Delete

Almost Done!!!!



Validate, Submit, and Print

- Must Validate before Submitting
- Validation will indicate both **errors** and **warnings** - to be taken to the specific error or warning, click on "Fix" to the right
- Cannot submit if have any **errors**, **can** submit with **warnings**- but double check!
- Once submit, will receive an email with a PIN to finalize submission
- "Print" will generate a PDF that you may print or save (this is a good tool for reviewing the whole proposal)

Navigate

[Agency Home Page](#)

Work on Proposal

[General Information](#)

[Contacts](#)

[Services](#)

[Proposal Narrative](#)

[Upload Associated Documents](#)

Finalize Proposal

[Validate](#)

[Submit](#)

[Print](#)

Validation

[Printer friendly view of this page](#)

Validation Results

- Your response has **23** errors. You cannot submit the response until these errors are corrected.
- Your response has **0** warnings. Please review these warnings prior to submitting.

List of Errors. Errors must be corrected before you can submit.

Error	
Name for the response not entered	Fix
Please answer the question "Describe your organization's experience with maintaining regulatory compliance and fiscal ..." in the Organizational Capacity, Resource Allocation, and Grant Requirements section of Proposal Narrative	Fix
Please answer the question "Do you have an accountant on staff? ..." in the Organizational Capacity, Resource Allocation, and Grant Requirements section of Proposal Narrative	Fix
Please answer the question "Do you have written policies and procedures in place (fiscal, ..." in the Organizational Capacity, Resource Allocation, and Grant Requirements section of Proposal Narrative	Fix
Please answer the question "How many additional clients do you anticipate your organization can ..." in the Organizational Capacity, Resource Allocation, and Grant Requirements section of Proposal Narrative	Fix
Please answer the question "Do you currently offer a sliding scale or discount for ..." in the Access and Targeting section of Proposal Narrative	Fix
Please answer the question "If voucher program participants would like to private pay for ..." in the Program Description section of Proposal Narrative	Fix



- **Questions about the SOQ have to be submitted through Boulder County Purchasing**
- **Website Questions/Technical Assistance?**
Call or email!
 - ccross@bouldercounty.org
 - 303.441.1598



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

SAMPLE CONTRACT

BOULDER COUNTY (name of service contracting for) CONTRACT

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

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

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

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

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

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

4. **Payment for Work Performed:** In consideration of the Work to be performed by

the Contractor, and subject to paragraph 14, the County shall pay to the Contractor, in accordance with the Bid Documents, \$ (contract price) .

5. Extension and/or Renewal of Contract Term:

- a. The County, in its sole discretion, may elect to extend the term of this Contract. In the event the County elects to exercise this right, it shall send notice to Contractor, pursuant to paragraph 15, of its intent to extend the term of the Contract. The notice shall set forth the length of the extension.
- b. Upon mutual agreement by the parties, this Contract may be renewed for four additional one-year periods through date during which time this Contract shall be in full force and effect, subject to the termination provisions of paragraph 14. If this option to renew is exercised, the parties shall execute a written agreement no later than thirty (30) days before the expiration of this Contract or any subsequent renewals.
- c. All of the provisions of this Contract shall remain in full force and effect during any extension or renewed term except that the scope of services and compensation to be paid to Contractor during any extension or renewed term shall be mutually agreed upon prior to the commencement of any extension or renewed term. The agreed upon scope of services and compensation shall be reduced to writing, signed by both parties, and attached to this Contract.
- d. **TEN CALENDAR DAYS BEFORE THE COMMENCEMENT OF ANY EXTENDED TERM THE CONTRACTOR SHALL SUBMIT TO THE COUNTY PROOF OF INSURANCE AS REQUIRED IN PARAGRAPH 9.**
- e. Should the Parties fail to agree upon the scope of services or compensation to be paid to Contractor for any extension or renewed term, or should Contractor fail to submit the required documents within the time period specified in paragraph 5(d), then this Contract shall terminate at the end of the then current term and no extension or renewal of the term of the Contract shall occur.

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

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

8. Indemnity: The Contractor shall be liable and responsible for any and all damages to persons or property caused by or arising out of the actions, obligations, or omissions of the Contractor, its employees, agents, representatives or other persons acting under the Contractor's direction or control in performing or failing to perform the Work under this Contract. The Contractor will indemnify and hold harmless the County, its elected and appointed officials, and its employees, agents and representatives (the "indemnified parties"), from any and all liability,

claims, demands, actions, damages, losses, judgments, costs or expenses, including but not limited to attorneys' fees, which may be made or brought or which may result against any of the indemnified parties as a result or on account of the actions or omissions of the Contractor, its employees, agents or representatives, or other persons acting under the Contractor's direction or control.

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

a. Commercial General Liability.

Non-Construction contracts use the following language:

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

Construction Contracts only – include the following paragraph:

Coverage should be provided on an Occurrence form, ISO CG0001 or equivalent. The policy shall be endorsed to include Additional Insured endorsements CG 2010 (or equivalent), Designated Construction Projects General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured (for products/completed operations) CG 2037 (or equivalent). Minimum limits required of \$1,000,000 Each Occurrence, \$2,000,000 General Aggregate and \$2,000,000 Products Completed Operations Aggregate". The County requires Products/Completed Operations coverage to be provided 2 years after completion of construction. An endorsement must be included with the certificate.

b. Automobile Liability.

Bodily Injury and Property Damage for any owned, hired, and non-owned vehicles used in the performance of the Contract. Minimum limits \$1,000,000 Each Accident.

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

c. Workers' Compensation and Employer's Liability.

Workers' Compensation must be maintained with the statutory limits. Employer's Liability is required for minimum limits of \$100,000 Each Accident/\$500,000 Disease-Policy Limit/\$100,000 Disease-Each Employee.

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

d. Umbrella / Excess Insurance

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

e. **Professional Liability (Errors and Omissions).**

Professional liability coverage with minimum limits of \$1,000,000 Per Loss and \$1,000,000 Aggregate. Professional Liability provisions indemnifying for loss and expense resulting from errors, omission, mistakes or malpractice is acceptable and may be written on a claims made basis. The contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.

f. **Pollution Liability.**

Coverage shall cover the Contractor's completed operations. The coverage must also include sudden and gradual pollution conditions including clean-up costs when mandated by governmental authority, when required by law or as a result of a third party claim. Minimum limits required are \$1,000,000 Per Loss and \$1,000,000 Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed.

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

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

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

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

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

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

THE ADDITIONAL INSURED WORDING SHOULD BE AS FOLLOWS: *County of Boulder, State of*

Colorado, a body corporate and politic, is named as Additional Insured.

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

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

Please forward certificates to the county representative named above.

10. **Nondiscrimination:** The Contractor agrees to comply with the letter and spirit of the Colorado Anti-Discrimination Act, C.R.S. § 24-34-401, et seq., as amended, and all applicable local, state and federal laws respecting discrimination and unfair employment practices. Boulder County prohibits unlawful discrimination on the basis of race, color, religion, gender, gender identity, national origin, age 40 and over, disability, socio-economic status, sexual orientation, genetic information, or any other status protected by applicable federal, state or local law and the Boulder County Policy manual (of which is available upon request).

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

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

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

Contractor acknowledges that it is not entitled to unemployment insurance benefits or workers' compensation benefits from Boulder County, its elected officials, agents, or any program

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

14. Termination and Related Remedies:

- a. The other provisions of this Contract notwithstanding, financial obligations of Boulder County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. **Boulder County is prohibited by law from making financial commitments beyond the term of its current fiscal year.** The County has contracted for goods and/or services under this Contract and has reason to believe that sufficient funds will be available for the full term of the Contract. Where, however, for reasons beyond the control of the Board of County Commissioners as the funding entity, funds are not allocated for any fiscal period beyond the one in which this Contract is entered into, the County shall have the right to terminate this Contract by providing seven (7) days written notice to the Contractor pursuant to paragraph 15, and will be released from any and all obligations hereunder. If the County terminates the Contract for this reason, the County and the Contractor shall be released from all obligations to perform Work and make payments hereunder, except that the County shall be required to make payment for Work which has been performed by the Contractor prior to the effective date of termination under this provision; and, conversely, the Contractor shall be required to complete any Work for which the County has made payment prior to providing written notice to the Contractor of the termination.
- b. The preceding provisions notwithstanding, the County may terminate this Contract, either in whole or in part, for any reason, whenever the County determines that such termination is in the County's best interests. Such termination shall be effective after the County provides seven (7) days written notice to the Contractor pursuant to paragraph 15.
- c. In the event the County exercises either of the termination rights specified in paragraphs 14(a) or 14(b), this Contract shall cease to be of any further force and effect, with the exception of all Contract remedies which are specified herein and may otherwise be available to the parties under the law, and with the exception of any rights or liabilities of the parties which may survive by virtue of this Contract.

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

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

For the Contractor: (enter Contractor's name, Mailing and Email Address)

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

16. Statutory Requirements: This Contract is subject to all statutory requirements that are or may become applicable to counties or political subdivisions of the State of Colorado generally. Without limiting the scope of this provision, the Contract is specifically subject to the following statutory requirement:

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

17. Prohibitions on Public Contract for Services:

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

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

B. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

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

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

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

F. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that

the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

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

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

19. Assignment: This Contract shall not be assigned or subcontracted by the Contractor without the prior written consent of the County.

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

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

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

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

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

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

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

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

28. Execution by Counterparts; Electronic Signatures: This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The Parties approve the use of electronic signatures for execution of this Contract Only the following two forms of electronic signatures shall be permitted to bind the Parties to this Contract: (1) Electronic or facsimile delivery of a fully executed copy of a signature page; (2) The image of the signature of an authorized signer inserted onto PDF format documents. All use of electronic signatures shall be governed by the Uniform Electronic Transactions Act, C.R.S. §§ 24-71.3-101 to 121.

[Signature Page to Follow]

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

Executed by Boulder County on _____.
(date)

**COUNTY OF BOULDER
STATE OF COLORADO**

ATTEST: _____

By: _____
Administrative Assistant
Clerk to the Board of Commissioners

(seal)

By: _____
Chair,
Board of County Commissioners

Executed by Contractor on _____.
(date)

CONTRACTOR:

Signature: _____

Title: _____

Print Name: _____

CONTRACTOR’S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

Company Name

Date

Name (Print or Type)

Signature

Title

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