



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

REQUEST FOR PROPOSAL
COVER PAGE

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| RFP Number: | 7110-20 |
| RFP Title: | Boulder County Area Agency on Aging Request for Proposal for Nutrition Services |
| Mandatory Pre-Proposal Meeting: | February 12, 2020 9:00 a.m. to 11:00 a.m. Baltic Conference Room 3482 N. Broadway, Boulder, CO 80304 |
| RFP Questions Due: | February 14, 2020 – 2:00 p.m. |
| Submittal Due Date: | February 28, 2020 – 11:59 p.m. |
| Email Address: | purchasing@bouldercounty.org |
| Documents included in this package: | Proposal Instructions Terms and Conditions Specifications Insurance and W-9 Requirements Submittal Checklist Evaluation Criteria Sample Contract |



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PROPOSAL INSTRUCTIONS

1. PURPOSE/BACKGROUND

Area Agencies on Aging (AAA) are mandated by the Older Americans Act of 1965 (OAA), as amended, to serve as advocates for older persons and to be visible focal points for accessing the service delivery system within their designated planning and service areas. The major responsibility of a AAA is to foster the development of a comprehensive and coordinated service system to serve persons age 60 and older who are in need. The basic mission of AAA is to help older Americans to remain independent in their own homes and communities for as long as possible.

Every four years, the Colorado State Unit on Aging (SUA) requires each of the 16 Colorado Area Agencies on Aging (AAA) to submit a plan of action for the following four years. The Boulder County Area Agency on Aging (BCAAA) Area Plan for July 1, 2019 through June 30, 2023, can be found at www.bouldercounty.org or by clicking [here](#).

The mission of the Boulder County Area Agency on Aging is to deliver, fund, and advocate for services that promote well-being, independence, and dignity for older adults, people with disabilities, family and informal caregivers, and veterans in Boulder County. BCAA practices a strengths-based and solutions-focused philosophy toward strategic planning and service delivery.

Boulder County Area Agency on Aging is seeking proposals from qualified organizations interested in contracting with BCAA to provide **Congregate Meals, Home Delivered Meals** and **Nutrition Counseling** funded by the Older Americans Act (OAA) and State Funding for Senior Services (SFSS) to eligible older adults age 60 and older, and their caregivers in Boulder County.

PERIOD OF PERFORMANCE

The initial contract period is from July 1, 2020 through June 30, 2021 with a one (1) year renewable option.

2. Mandatory Pre-Proposal Meeting

A Mandatory Pre-Proposal Meeting will be held **February 12, 2020, from 9:00 a.m. to 11:00 a.m.** at the Baltic Conference Room, 3482 N. Broadway, Boulder, CO 80304

Proposals from firms not represented, in person, at the mandatory, pre-proposal meeting will not be accepted. We will be going over the technical, on-line aspects of completing your proposal so please bring a laptop to the pre-proposal meeting.

3. Written Inquiries

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **February 14, 2020.** A response from the county to all inquiries will be posted and sent via email no later than **February 19, 2020.**

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

4. Submittal Instructions

Submittals are accepted online at <https://bouldercountyaaa.oaa-sys.com/rfp/public/> and are due no later than **11:59 p.m. Mountain Time on February 28, 2020.** Instructions for navigating the online platform can be found within the site and will be covered at the Mandatory Pre-Proposal Conference.

All RFPs must be received no later than the above due date and time. Sole responsibility rests with the proposer to see that their RFP response is received on time at the stated location(s). Any responses received after due date and time will be returned to the proposer.

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

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



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TERMS AND CONDITIONS

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1. Proposers are expected to examine the drawing, specifications, schedule of delivery, and all instructions. Failure to do so will be at the proposer's risk.
 2. Each proposer will furnish the information required in the Request for Proposals.
 3. The Contract/Purchase Order will be awarded to that responsible proposer whose submittal, conforming to the Request for Proposals, will be most advantageous to the County of Boulder, price and other factors considered.
 4. The County of Boulder reserves the right to reject any or all proposals and to waive informalities and minor irregularities in proposals received, and to accept any portion of or all items proposed if deemed in the best interest of the County of Boulder to do so.
 5. No submittal will be withdrawn for a period of thirty (30) days subsequent to the opening of proposals without the consent of the County Purchasing Agent or delegated representative.
 6. A signed purchase order or contract furnished to the successful proposer results in a binding contract without further action by either party.
 7. Late or unsigned proposals will not be accepted or considered. It is the responsibility of proposers to ensure that the proposal is submitted on the OAA-SYS Request for Proposals online system prior to the time indicated in the "Request for Proposals."
 8. The proposed price will be exclusive of any Federal or State taxes from which the County of Boulder is exempt by law.
 9. Any interpretation, correction or change of the RFP documents will be made by Addendum. Interpretations, corrections and changes of the RFP documents made in any other manner

will not be binding, and proposer will not rely upon such interpretations, corrections and changes. The County's Representative will not be responsible for oral clarification.

10. Confidential/Proprietary Information: Proposals submitted in response to this "Request for Proposals" and any resulting contract are subject to the provisions of the Colorado Public (Open) Records Act, 24-72-201 et.seq., C.R.S., as amended. Any restrictions on the use or inspection of material contained within the proposal and any resulting contract will be clearly stated in the proposal itself. Confidential/proprietary information must be readily identified, marked and separated/packaged from the rest of the proposal. **Co-mingling of confidential/proprietary and other information is NOT acceptable. Neither a proposal, in its entirety, nor proposal price information will be considered confidential/proprietary. Any information that will be included in any resulting contract cannot be considered confidential.**

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 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 will 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/>.



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SPECIFICATIONS

Boulder County Area Agency on Aging will fund one of more nutrition programs to provide the following:

| Nutrition Program | Service Unit Type | Anticipated Funding Level |
|--------------------------|--------------------------|----------------------------------|
| Congregate Meals | 1 meal = 1 unit | Up to \$159,000 |
| Home Delivered Meals | 1 meal = 1 unit | Up to \$ 79,000 |
| Nutrition Counseling | 1 session = 1 unit | Up to \$ 50,000 |

Applicants must meet all requirements specific to providing nutrition services as stated in Older American Act Program Rules Manual, Volume 10 and the State Unit on Aging's Policies & Procedures manual. Both documents can be found on the Colorado Department of Human Services website at <https://www.colorado.gov/pacific/cdhs/state-unit-aging>

Congregate Meals

Anticipated Funding Level: up to \$159,000

1 unit = 1 meal

Service Description

A meal provided to an eligible individual in a congregate or group setting. The meal as served meets all the requirements of the Older Americans Act and State/Local laws.

Provide each participating older adult with a meal that is a minimum of 33 and 1/3 percent of the dietary reference intakes of a 70-year-old male. In addition to the 33 and 1/3 requirement, additional mandatory criteria for particular nutrients is as follows:

- Vitamin B6 \geq .56mg
- Vitamin B12 \geq .8us
- Vitamin C \geq 30mg
- Calcium \geq 400mg
- Sodium $<$ 1200mg
- Fiber \geq 9.5g

Milk is always offered with any meal.

BCAAA provides the Registered Dietitian and menu analysis. Menus are prepared and approved by the BCAA Registered Dietitian, documented by computer analysis utilizing the State of Colorado Food Processor program and are available for review at the congregate meal site.

Eligibility for Congregate Meal

Eligible persons for the congregate meal program are as follows:

- A. Persons 60 years of age or older and their self-declared spouses.
- B. Disabled persons under 60 who reside in facilities occupied primarily by older adults.
- C. Persons under 60 providing volunteer services.
- D. Staff members of the program that are 60 years and older.
- E. Individuals who reside in Nursing Homes or Residential Care Facilities if they are 60 years and older or are a spouse (of a participant) who is under 60 years of age.

Requirements of the Program

- Non-eligible persons must pay a guest fee, which is determined annually by the State Unit on Aging. Guest fees are used to expand the service for which the fees were given.
 - The congregate program must document and report eligible and non-eligible meals separately.
- Eligible persons are encouraged to contribute a suggested donation. No one is required to pay in order to participate in the program.
 - The congregate program must provide participants the opportunity to donate in an anonymous way and must ensure that services are provided regardless of a participant's ability to donate.
- Congregate programs must maintain and retain, in a format approved by BCAA, documents which include daily temperature logs, substitution records, sanitation documentation, and accounting of participant donations and guest fees.
- All food procurement for the nutrition program shall be of good quality and obtained from sources which conform to Federal, State, and local regulatory standards and laws for quality, sanitation, and safety.
- In addition, all food is to be purchased through approved commercial vendors. Home prepared foods are not to be used. Local produce may be used and must follow guidelines outlined in 411.7d of the Policy and Procedure Manual.
- Congregate sites provide adequate furnishings for older adults and provides ample aisle space for mobility aids such as walkers and wheelchairs.
- Required postings include the full cost of the meal to be paid by ineligible persons, menus at least one week in advance, an evacuation plan, and information and assistance number and a current license to operate a retail food establishment. Each program must abide by the Colorado Department of Public Health and Environment's most current Colorado Retail Food Establishment Rules and Regulations.

- Employees and volunteers must pass a background check prior to working with congregate program participants.
- Employees and volunteers must have documented food safety training annually and at least one kitchen staff person must be Certified as a Food Safety Manager.

These requirements and others are found in the Policy and Procedure Manual.

Home Delivered Meals

Anticipated Funding Level: up to \$79,000

1 unit = 1 meal

Eligibility for Home Delivered Meals

Eligible persons for the home delivery program include:

- A. Persons age 60 years or older who are homebound or who are geographically isolated.
- B. Disabled persons under age 60 years who reside with eligible consumers.
- C. Individuals providing volunteer services.
- D. Spouses of home-delivered meals clients if approved by the AAA.

Requirements of the Program

- Home delivered meals require an initial assessment and follow up assessments every six (6) months—one time July to December and one time January to June. BCAAA requires service providers to enter all assessment data into PeerPlace (more information about PeerPlace can be found in the *Reimbursement Timelines* of this RFP).
- Clients are given an opportunity to donate to meals and are not discontinued because of inability to contribute.
- Employees and volunteers must pass a background check prior to working with congregate program participants.
- Employees and volunteers must have documented food safety training and at least one kitchen staff person must be Certified as a Food Safety Manager.

These requirements and others are found in the Policy and Procedure Manual.

Nutrition Counseling

Anticipated Funding Level: up to \$50,000

1 session = 1 unit

Nutrition Counseling, individualized advice and guidance, must be provided by a Registered Dietitian in accordance with federal or state law and/or policy, to older adults or their caregivers.

Client files are kept locked and all HIPAA rules apply. Client Release of Information forms must be completed and retained if medical information is shared with other healthcare providers.

All assessments will be completed and documented in the State approved data system, PeerPlace, on a monthly basis (details about PeerPlace can be found in Fiscal Requirements section of this RFP).

Compensation:

\$65 per session, with \$75 for monolingual Spanish speaking clients. This includes session time (at least one hour), administrative and reporting, travel and marketing. Meetings with BCAA staff are not compensated.

PROPOSAL DETAILS

Proposal Description

The proposal summary section should provide a summary description of the program. In addition, for each service in the proposal, a description should be entered that details the services proposed.

FISCAL MANAGEMENT REQUIREMENTS

General Budget Information

The budget reflects the requested funds, required local cash match, local in-kind and client contributions (program income) expected for the first fiscal year.

Required Match

A minimum of 25 percent (25%) local match (cash and/or in-kind) is required of each funded program. To calculate required minimum match, divide the total amount requested by 3. For example, if you are requesting \$75,000 your required match would be \$25,000 (rounded up to full dollars).

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|-------------------|-----------|
| Requested Amount: | \$75,000 |
| Cash Match: | \$25,000 |
| Revenue: | \$100,000 |

Note that income from other federal grants cannot be utilized to match these federal/state dollars. In-kind match can be provided for up to ½ of the required 25% match. In addition, monthly in-kind match reported must be clearly documented, kept on file, and made available for review upon request.

Expense and Unit Budgets

The budget submitted during the RFP process should only reflect the first year of the two-year contract period. The budget should include a description of each cost and the amount identified in each of the cost categories below:

- **Contractual Services** - List any amounts that will be given to subcontractors. Subcontractors must be approved by BCAA and the SUA prior to services beginning.

- **Equipment** - Purchases of equipment needed for the delivery of service over \$100. Do not include office supplies, or other equipment not necessary to delivering service. This is not a capital expenditures grant.
- **Indirect** - Necessary costs that are not readily identified with the services being delivered. Provide details of indirect expenses or approved rates.
- **Personnel**
 - Direct Service Personnel - Any employees directly responsible for providing service
 - Administrative Personnel - Any employees that provide non-direct services to the proposal
- **Staff Training/Education** - Any job-related training necessary to the delivery of services outlined in the proposal. Only training that is relevant to achieve the goals of the proposal is allowed.
- **Supplies** - Any non-equipment supplies costing less than \$5,000 that are necessary to carry out the program.
- **Travel** - Expenses related to travel necessary for the delivery of service in the proposal. Mileage expenses should not exceed the IRS mileage rate, and no out of state travel expenses are allowed.
- **Other** - Any other costs not identified in the categories above. Provide details as to what these are.

IMPORTANT - The budgeted expenses must equal the total revenue identified in the proposal (grant funds requested + required match).

IMPORTANT - Program income should be estimated and identified in the proposal. However, program income is not counted toward the program's revenue for budgeting expenses in the proposal.

Unit Rate Analysis & Service-Level Targeting Efforts

In addition to the financial budget submitted in the proposal, a budget for the number of service units by city/town and unduplicated clients by targeted demographic will be submitted. The budget information submitted in the proposal is used to create a cost per unit rate and cost per client rate, which is used in the evaluation process. In addition, the units and clients are used to ensure that services are provided across the BCAAA's service area and to ensure no duplication of service.

FUNDING REQUIREMENTS

Cost of Proposal Preparation and Other Charges

Respondents to this RFP are solely responsible for any costs associated with the preparation of their proposal(s). No reimbursement will be made by BCAAA for any costs incurred prior to a formal notice to proceed in an executed contract.

Client Contributions

The Older Americans Act prohibits the charging of fees and the use of means testing. However, the OAA requires that each older adult receiving service be provided with the opportunity to contribute toward the cost of the service. In addition, an older adult cannot be refused service if they are unable or chooses not to make a contribution. Any client contributions received are to be spent to expand and/or enhance the existing program.

Reimbursement Methods

BCAAA will utilize a unit cost contract for compensating organizations.

IMPORTANT - A per unit reimbursement rate will be calculated based on the requested amount for each service in the budget area of the proposal and the total units of service for each service in the *Services* area of the proposal.

Reimbursement Timelines

Contracted organizations will be expected to submit monthly service performance and reimbursement reports in the OAA-SYS online portal by the 10th of the month following the month for which the reimbursement is being requested. (If the 10th falls on a holiday, Saturday, or Sunday, requests will be due by the business day prior.) For example, the service performance and reimbursement report for July's services should be received by no later than August 10 to be submitted in BCAA's reimbursement request to the state that month.

BCAAA also requires contracted organizations enter client information, gathered by completing the current standardized Consumer Information Assessment Form provided by BCAA into the state's PeerPlace system. PeerPlace is a free software system and training is mandatory for any staff of a contracting agency who has not previously attended PeerPlace training.

In addition, all Congregate Meal providers will be required to use a bar code system (provided through the PeerPlace software system) to keep an accurate record of all meals served.

Requests received after the 10th or requests that include units of service not entered into the PeerPlace system will be held until all units requested for reimbursement are entered into PeerPlace.

REQUIREMENTS FOR ALL OLDER AMERICANS ACT FUNDED PROGRAMS

Successful respondents are required to have the following processes/procedures in place. Please note: respondents may be asked and must be prepared to provide a copy of any of the following at any time during the RFP review period or the contract year.

- **Targeting Plan:** OAA prioritizes service delivery to certain groups of individuals. This document is designed to detail how the agency will meet these requirements and should include outreach activities referenced in the *Other Grant Requirements* section below.
- **Waiting List:** This document is designed to explain how a waiting list for services is established and maintained within each organization. Even if an organization has no active waiting list for service, a policy must be in place to address this should the need to keep a waiting list arise.
- **Customer Complaint & Grievance Policy/Process:** This document is designed to allow the opportunity for consumers who are dissatisfied with services provided by an organization to file a formal complaint. This process must also include the opportunity for consumers to appeal that grievance both at the BCAA level as well as the SUA level.
- **Client Contribution Process:** This document is designed to provide a process to allow consumers the opportunity to contribute to the cost of services. This documentation must

allow for the opportunity to contribute but cannot require contributions from the consumer. This process must be approved by BCAAA.

- **Emergency Response Plan:** This document is required for all nutrition service providers. This plan should address how the organization intends to limit disruption of services to its consumers in the event of an emergency including, but not limited to: weather related emergencies, organizational and local emergencies such as fires, floods and other unexpected closures, as well as more catastrophic emergencies.
- **Confidentiality Policy & Procedure:** This document is designed to address how the organization intends to protect the privacy and confidentiality of each consumer receiving service. In addition, it is an expectation of the contract that each organization enter into a Health Insurance Portability and Accountability Act (HIPAA) Business Associate Agreement with BCAAA to ensure it follows all appropriate and applicable HIPAA related laws.
- **Program Income Policy & Procedure:** This policy is designed to detail how the agency handles and documents program income.

Other Grant Requirements

- **Provide Information and Assistance:** Provide information and assistance to older adults and caregivers who inquire about services. In an area where a majority of older adults speak a language other than English as their principal language, information and assistance shall also be provided in that language.
 - Become familiar with the BoulderCountyHelp.org website (<https://bouldercountyhelp.org>) which includes an online Resource Guide, in order to refer older adults and their caregivers.
 - Become familiar with the Aging and Disability Resource Center's phone number - (303) 441-1617. The Call Center can provide information about and referrals to services for older adults, adults with disabilities, and their caregivers in Boulder County.
- **Perform Outreach:** Establish outreach activities to ensure that the maximum number of eligible individuals, and their caregivers, are informed of, and have an opportunity to participate in, services funded through the OAA/SFSS, including low-income older adults, low-income minority older adults, and older adults living in rural areas.
- **Gather Client Information:** Collect demographic information on prospective participants of registered services by using the current standardized Consumer Information Assessment Form provided by BCAAA.
- **Protect Client Confidentiality:** 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.
- **Collaborate with BCAAA:** Present to the BCAAA Aging Advisory Council, as requested, to share service related trends and identified gaps in services. Participate in strengths and needs assessment activities undertaken by BCAAAA.
- **Background Checks:** Ensure that criminal background checks are conducted for all employees, volunteers, and contractors who work directly with participants.
- **Colorado Protective Services (CAPS) Checks:** Ensure that CAPS checks are conducted for a new employee who will provide direct care to an at-risk older adult.

- **Emergencies:** Communicate with BCAA in the event of weather-related or other emergency situations concerning the welfare of program participants and the ability to safely provide services.
- **On-Site Program Assessment:** Cooperate with and provide records for the annual fiscal and programmatic on-site assessment conducted by BCAA and/or the Colorado State Unit on Aging.
- **Service Provider Training:** Ensure that the Program Director or authorized representative attends meetings of service providers held by BCAA.

Equal Employment Opportunity

In connection with this request, the respondent shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, marital status, being handicapped, a disadvantaged person, or being a disabled or Vietnam era veteran. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including any apprenticeship.

Contractor shall comply with the appropriate areas of the Americans with Disabilities Act of 1990 as enacted and from time to time amended and any other applicable federal, state, or local laws and regulations.

The parties hereby incorporate the requirements of 41 C.F.R. §60-1.4(a) and 29 C.F.R. §471, Appendix A to Subpart A, if applicable.

This contractor and subcontractor shall abide by the requirements of 41 CFR 60-300.5(a) and 41 CFR 60-741.5(a), if applicable. These regulations prohibit discrimination against qualified protected veterans and qualified individuals with disabilities and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans and qualified individuals with disabilities.

NARRATIVE QUESTIONS

The narrative section of the proposal addresses some of the evaluation criteria used to determine whether to fund a proposal. Each section of the narrative has specific items that should be addressed. Answers are word limited, so please be concise and avoid duplication of information while still addressing each point.

Questions for all submissions:

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| <p>Section 1 - Organizational Capacity:</p> <ol style="list-style-type: none"> 1. Describe your organizational structure including the diversity of your board members, owners or governing body, whichever is applicable. 2. Describe your organization’s success providing programs to older adults in Boulder County. What are the strengths of your organization? 3. Describe your organization’s experience with maintaining regulatory compliance and fiscal accountability. |
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4. Have you received federal or state grants in the past? Describe the grant and service you provided.

Section 2 – Fiscal & Cost Information:

1. Describe the source of your matching funds through local cash or in-kind contributions that you have included in your proposed budget.
2. Describe how you will encourage voluntary and confidential program income contributions from consumers.
3. Describe your organization ability to continue services if this funding is no longer available. Provide a sustainability plan for these services.

Section 3 – Staffing & Coordination:

1. Describe the role and qualifications of key personnel that will directly be providing the program you propose to offer.
2. If volunteers are utilized in your program, describe the management of your volunteers including recruitment, selection and training.
3. Describe how the program identified in this proposal is coordinated with existing community programs, including minimizing duplication of similar programs.

Section 4 – Targeting & Outreach:

1. Describe the specific ways in which you will target and serve low-income, minority and monolingual older adults as well as older adults in rural areas.
2. How will you provide information and referrals to consumers?
3. How will you outreach to the community to assure residents are aware of your program and how to access them.

Section 5 - Service Delivery & Service History:

Answer the section of questions that apply to the service(s) identified in this proposal.

Questions for Congregate Meal Programs only:

1. Describe in detail the program you propose to offer.

2. Describe why the program you propose to offer is important to the community, whom you will serve, and how it supports older adults' ability to age in place.
3. Describe your experience providing the program you propose to offer to the community.
4. Describe where and when services will be delivered – locations, times, days of the week, etc.
5. Explain how you will prepare meals including: where the meals will be prepared, who will prepare them, and how/where the food will be purchased. Describe how you will ensure and monitor safety and hygiene regarding food preparation, service and delivery.
6. Describe the social, physical and educational activities provided to enhance the participant's health and well-being.
7. Describe past successes providing nutrition services to older adults and people with disabilities. What are the challenges your organization needed to overcome?
8. Do you provide food safety training and require staff to have food safety certificates? Provide information about food safety practices and procedures, training documentation and food safety certificates of staff.
9. Do you currently provide meals to the public? Provide copies of past and current menus and analyses if available.

Questions for Home Delivered Meal Programs only:

1. Describe why the program you propose to offer is important to the community.
2. Describe where and when services will be delivered – locations, times, days of the week, etc.
3. Explain how you will prepare meals including: where the meals will be prepared, who will prepare them, and how/where the food will be purchased. Describe how you will ensure and monitor safety and hygiene regarding food preparation, service and delivery.
4. Describe your procedures for establishing client eligibility? Describe your procedures for ensuring the that re-assessments are completed once between July and December and again between January and June.
5. Describe past successes providing nutrition services to older adults and people with disabilities. What are the challenges your organization needed to overcome?
6. Do you provide food safety training and require staff to have food safety certificates? Provide training documentation and food safety certificates to staff. Provide information about food safety practices and procedures.

7. Do you currently provide meals to the public? Provide copies of past and current menus and analyses if available.

Questions for Nutrition Counseling only:

1. Describe why the program you propose to offer is important to the community.
2. What is your experience providing the proposed program to the community?
3. Do you have a current Registered Dietitian license and liability insurance? Please attach the Registered Dietitian license.
4. Describe your experience working with older adults and persons with disabilities. Describe the challenges that may arise in nutrition counseling. Describe your experience working with mono-lingual Spanish speakers.
5. Describe your current medical information and HIPAA procedures.
6. Describe how you would market and provide outreach to various communities in Boulder County. How would you let people know of your service?

CONTRACTING REQUIREMENTS

Insurance

All selected respondents will be required in their contracts to procure and maintain, at their own cost, a policy or policies of insurance with minimum limits indicated below. Contractors shall also cause any subcontractor of the Contractor to procure and maintain the minimum insurance coverages listed below. *See Insurance and W9 requirements.*

HIPAA Business Associate Agreement

In connection with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Boulder County Area Agency on Aging ("BCAAA") entered into a HIPAA Business Associate Addendum ("State Addendum") with the Department of Human Services, Division of Aging and Adult Services ("Covered Entity" or "CE") as required by HIPAA Regulations.

All selected respondents as sub-grantees of the AAA, will have access to certain information, some of which may constitute Protected Health Information ("PHI"). As a sub-grantee with access to PHI, Contractor is a Business Associate and subject to obligations with respect to PHI under HIPAA in the same manner as the State Addendum. Therefore, sub-grantees will be required to sign a Business Associate Addendum prior to contract execution.

Contract

Successful contractors will be required to sign a Contract for Services (*see Sample Contract*). BCAA reserves the right to add or delete provisions to the form prior to contract execution. Applicants shall undertake a detailed review of the Sample Contract and submit with their proposal a list of all questions, issues, or modifications which the applicant would like BCAA to

review and address, should their proposal be selected. Applicants are strongly advised to seek legal counsel prior to preparing such a list. BCAAA shall assume that the Sample Contract has been thoroughly reviewed and discussed with legal counsel prior to submission of the proposal. The intent of this section is to expedite the negotiation time between contractor selection and final contracting. Any objections to the legal terms and conditions of the sample contract submitted after the submission of the proposal will not be considered by BCAAA and may result in the rejection of the proposal

Selected respondents must comply with the following requirements as well as any others set forth in an executed contract:

- Submit to BCAAA, prior to contract execution, a certificate of insurance in compliance with the Insurance Requirements.
- Submit to BCAAA, prior to contract execution, a certificate of good standing with the Colorado Secretary of State
- Submit and/or obtain necessary licenses, registrations, and/or certifications upon contract execution.
- Sign HIPAA Business Associate Agreement.
- Attend annual mandatory provider trainings.
- Input client data monthly into the state's PeerPlace system and commit to using the bar code scanning system to track units in PeerPlace.
- Submit monthly service delivery and reimbursement request information to BCAAA by the 10th of the month following the delivery of service via the OAA-SYS online portal.
- Agree to all eligibility and program requirements in the State Unit of Aging's Policy and Procedure Manual including but not limited to background and CAPS checks, fiscal audit, targeting plan, maintaining a wait list, providing clients with a compliant policy, client contribution process and an annual on-site evaluation, to name a few.

The foregoing terms are subject to revision, and the terms set forth in the executed contract shall control the provision of any services provided. All respondents are notified that the execution of a contract pursuant to this RFP is dependent upon approval by BCAAA.

Boulder County Area Agency on Aging reserves the right to award any portion of funding referenced in this RFP. BCAAA further reserves the right to reject all responses and resolicit if deemed to be in its best interests. Funding is contingent on the availability of local, state, and federal funds and may be reduced or cancelled at any time.



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

INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS

| Category | Commercial General Liability | Automotive Liability | Workers' Compensation and Employer's Liability | Professional Liability (Errors and Omissions) | Privacy/Cyber Liability |
|----------------------|------------------------------|----------------------|--|---|-------------------------|
| Congregate Meals | √ | | √ | | |
| Home Delivered Meals | √ | √ | √ | | |
| Nutrition Counseling | √ | | √ | √ | √ |

If the contractor is NOT required by Colorado State Law to carry workers compensation coverage, a waiver is available to be signed.

General liability additional insured language should be exactly as follows:

County of Boulder in the State of Colorado, and the State of Colorado, each a separate body corporate and politic, is named as Additional Insured.

**** Please see section 41 of the sample contracts for required coverage limits.**

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

W-9 REQUIREMENT

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



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SUBMITTAL SECTION

The proposer’s attention is especially called to the items listed below, which must be submitted in full as part of the PROPOSAL. Failure to submit any of the information and/or 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.

| |
|--|
| ITEM – Sections in the Proposal |
| Agency Information |
| Proposal Description |
| Proposed Services |
| Service Details |
| Narrative Questions |
| 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. |
| ATTACHMENTS: |
| Most recent fiscal audit and/or financial statement. |
| Sustainability plan demonstrating the organizations ability to continue services if this funding is no longer available. |
| Information about food safety practices and procedures, training documentation and food safety certificates of staff. |
| Past and current menus and analyses if available. |
| Registered Dietitian license (applicable to proposals for Nutrition Counseling) |
| Insurance Certificate |
| W-9 |
| Addendum Acknowledgement(s) (If Applicable) |



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EVALUATION CRITERIA

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

- Organizational Capacity
- Financial & Cost Information
- Staffing & Coordination
- Targeting & Outreach
- Service Delivery & Service History

A scoring matrix to be used by the county in its evaluation and selection process is shown below:

| CRITERIA | MAX POINTS |
|--|------------|
| Organizational Capacity – Evaluated on the respondent’s experience providing similar programs to older adults, experience with federal or state grants and the ability to comply with the terms of the Older American Act and/or State Funding for Senior Services grant award. | 20 |
| Financial & Cost Information – Evaluated on the per unit costs, the ability to meet the cash match requirements, the proposed budget and the organization’s financial stability. | 20 |
| Staffing & Coordination - Evaluated on the appropriate staff and volunteers (if applicable) to provide the service. Also, on coordination with existing community service partners and organizations. | 20 |
| Targeting & Outreach – Evaluated on the plan to serve low-income, minority, monolingual older adults and older adults in rural areas. Also, on how the respondent will outreach to the community. | 20 |
| Service Delivery & Service History – Evaluated on the ability, demonstrated by the strength of responses to narrative questions and ability to provide quality services to older adults in the community. | 20 |
| Total Maximum Points | 100 |



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SIGNATURE PAGE
(Please complete online)

| 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 County of Boulder, State of Colorado, a body corporate and politic, acting by and through its Board of County Commissioners for the benefit of the [Department] ("County") and [Supplier] ("Contractor"). County and Contractor are each a "Party," and collectively the "Parties."

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

1. Incorporation into Contract: The **Details Summary** is incorporated into this Contract. The **Contract Documents** are incorporated into this Contract by reference, except to the extent that the Proposal, if any is incorporated, contains any obligations placed upon County and not otherwise contained in this Contract.

2. Work to be Performed: Contractor 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 following completion of the Work. 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**. Email delivery is preferred by the County; 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: 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 and, if so, will provide Contractor with written notice of the amount of extra time granted. County granting extra time to complete the Work will not entitle Contractor to additional compensation from County. This Contract will remain in full force and effect during any time period that Contractor is permitted to finish completing the Work.

7. Extension of Contract Term (Additional 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 can 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 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 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.

10. Nondiscrimination: Contractor will 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 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. Contractor is not an employee 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 for Non-Appropriation: The other provisions of this Contract notwithstanding, the 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.

14. Termination for 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 notified Party does not cure the breach, at its sole expense, 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.

15. Termination for Convenience: County may terminate this Contract, in whole or in part, for any reason, upon seven (7) days' advance written notice to Contractor.

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, 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 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 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 must not engage in any business or personal activities or practices or maintain any relationships that conflict in any way with the full performance of Contractor's obligations.

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

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

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

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

23. Assignment/Subcontractors: This Contract may not be assigned or subcontracted by Contractor without the prior written consent of the County. If Contractor subcontracts any of its obligations under this Contract, Contractor will remain liable to the County for those obligations and will also be responsible for subcontractor's performance under, and compliance with, this Contract.

24. Governing Law/Venue: The laws of the State of Colorado govern the construction, interpretation, performance, and enforcement of this Contract. Any claim relating to this Contract or breach thereof may only be brought exclusively in the Courts of the 20th Judicial District of the State of Colorado and the applicable Colorado Appellate Courts.

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

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

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

28. Colorado Open Records Act: County may disclose any records that are subject to public release under the Colorado Open Records Act, C.R.S. § 24-72-101, 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's performance under this Contract and the Work itself will comply with all Federal, State, and local laws, regulations, ordinances and codes.

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. **Insurance Requirements:** Prior to commencing the Work, Contractor will provide a Certificate of Insurance to the County demonstrating adequate insurance coverage as required by this paragraph. 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. 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**

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 Owners, Lessees or Contractors endorsements CG 2038 (or equivalent), Designated Construction Project(s) General Aggregate Endorsement CG2503 (or equivalent) and Additional Insured Completed Operations for Owners, Lessees or Contractors 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 the Products/Completed Operations coverage to be provided 3 years after completion of construction. An endorsement must be included with the certificate.

ii. **Automobile Liability**

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

This coverage may not be required if Contractor is not using a vehicle as part of its performance under the contract. Contact Risk Management with any questions.

iii. **Workers' Compensation and Employer's Liability**

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

This coverage may not be required if contractor is not mandated under State law to maintain this coverage. A waiver is available on the contracts routing website.

iv. **Umbrella / Excess Insurance**

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

This insurance is a broad, high-limit policy, which acts more than the underlying primary insurance policy. This coverage is designed to provide additional liability limits beyond the primary insurance limits and is triggered upon the underlying limits

becoming exhausted. Umbrella / Excess insurance is most commonly required when an exposure to the County could potentially create liabilities in excess of the basic insurance limits. The most common limits for these policies range from \$2,000,000 to \$5,000,000.

Please consult with Risk Management if you feel this coverage should be required.

IN ADDITION TO THE ABOVE, ONE OR MORE OF THE FOLLOWING FOUR (4) INSURANCE COVERAGES MAY BE REQUIRED. CONTACT RISK MANAGEMENT IF YOU HAVE QUESTIONS ABOUT WHICH INSURANCE COVERAGE TO INCLUDE. DELETE THIS INSTRUCTION (AND ANY INAPPLICABLE INSURANCE PARAGRAPHS) WHEN FINALIZING THE CONTRACT:

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

All contractors required to be professionally certified by the State of Colorado (i.e., architects, engineers, doctors, nurses, etc.) and/or any consultants whose errors in judgment, planning, design, etc. could result in economic loss to the County must provide proof of professional liability coverage. This also applies to anyone managing or overseeing construction.

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.

vi. **Pollution Liability**

This coverage is required whenever work under the contract involves pollution risk to the environment or losses caused by pollution conditions (including asbestos) that may arise from the operations of the Contractor described in the Contractor's scope of services.

Coverage pay for those sums the Contractor becomes legally obligated to pay as damages because of Bodily Injury, Property Damage or environmental Damage arising out of a pollution incident caused by the Contractor's work including Completed Operations. Coverage shall include emergency response expenses, pollution liability during transportation (if applicable) and at Non-Owned Waste Disposal Site (if applicable). The Minimum limits required are \$1,000,000 Per Occurrence/Loss and \$1,000,000 Policy Aggregate. If the coverage is written on a claims-made basis, the Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of this Contract; and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of three (3) years beginning from the time that work under this contract is completed. County shall be named as an additional insured for ongoing operations and completed operations.

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

Crime / Third Party Fidelity covers the contractor and the contractor's employees when engaged in work for a client on behalf of the County. This coverage is for employee dishonesty, theft, embezzlement, forgery and alteration. Coverage is required when the contractor will be handling money or collecting fees on behalf of

the County or when the contractor has access to client's personal property and/or documentation

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.

viii. **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 more than 25 County clients: | \$1,000,000 |

If the scope does not pertain to clients directly, contact Risk Management for appropriate language.

ix. **Sexual Abuse and Molestation Coverage**

As a provider of a service which has contact with individuals that are part of a sensitive population and are in a position of trust the following minimum insurance limits are required:

| | |
|---|-------------|
| Contractors with 5 or fewer County clients: | \$100,000 |
| Contractors with 6-10 County clients: | \$250,000 |
| Contractors with 11-15 County clients: | \$500,000 |
| Contractors with 16 or more County clients: | \$1,000,000 |

If the number of clients increases during the contract period, the required coverage limit will increase to correspond accordingly.

If the scope does not pertain to clients directly, contact Risk Management for appropriate language.

THE STATED INSURANCE LIMITS FOR ALL COVERAGES ARE MINIMUM AMOUNTS; DEPENDING ON THE CONTRACT, HIGHER LIMITS MAY BE REQUIRED OR ADVISABLE. CONTACT RISK MANAGEMENT IF YOU HAVE ANY QUESTIONS ABOUT MINIMUM LIMITS. DELETE THIS PARAGRAPH WHEN FINALIZING THE CONTRACT.

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

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

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.

[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: | |

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/>.