



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

REQUEST FOR PROPOSAL
COVER PAGE

RFP Number: **7129-20**

RFP Title: **Navigation Services for the City of Longmont**

RFP Questions Due: March 20, 2020

Submittal Due Date: March 31, 2020

Email Address: purchasing@bouldercounty.org

Documents included in this package:

- Proposal Instructions
- Terms and Conditions
- Specifications
- Insurance and W-9 Requirements
- Submittal Checklist
- Procurement Questionnaire
- Evaluation Criteria
- Sustainability Questionnaire
- Signature Page
- Sample Contract



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PROPOSAL INSTRUCTIONS

1. Purpose/Background

The following Request for Proposals (RFP) is released to procure services required for the operation of the Homeless Solutions for Boulder County (HSBC) system. Specifically, the HSBC requests responses for services to be procured to meet the varying needs of individuals experiencing homelessness. The services open for procurement under this RFP include the following:

- **Navigation Services for the City of Longmont:** The most responsive, responsible proposer will be awarded the provision of Navigation Services for the City of Longmont.

Proposal may be submitted by one organization or through a collaborative application with a designated lead organization.

2. Written Inquiries

All inquiries regarding this RFP will be submitted via email to the Boulder County Purchasing Office at purchasing@bouldercounty.org on or before 2:00 p.m. **March 20, 2020**. A response from the county to all inquiries will be posted and sent via email no later than **March 24, 2020**.

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

3. Submittal Instructions

Submittals are due at the Boulder County Information Desk or email box (preferred) listed below, for time and date recording on or before **2:00 p.m. Mountain Time on March 31, 2020**.

Your response can be submitted in the following ways. Please note that email responses to this solicitation are preferred, but are limited to a maximum of 50MB capacity. NO ZIP FILES ALLOWED. Electronic submittals must be received in the email box listed below. Submittals sent to any other box will NOT be forwarded or accepted. This email box is only accessed on the due date of your questions or proposals. Please use the Delivery Receipt option to verify receipt of your email. It is the sole responsibility of the proposer to ensure their documents are received before the deadline specified above. Boulder County does not accept responsibility under any circumstance for delayed or failed email or mailed submittals.

Email purchasing@bouldercounty.org; identified as **RFP # 7129-20** in the subject line.

-OR-

US Mail One (1) unbound copy of your submittal, printed double-sided, 11 point, on at least 50% post-consumer, recycled paper must be submitted in a sealed envelope, clearly marked as **RFP # 7129-20**, to the Boulder County Information Desk located at 1325 Pearl Street, Boulder, CO 80302.

All RFPs must be received, and time and date recorded by authorized county staff by the above due date and time. Sole responsibility rests with the proposer to see that their RFP response is received on time at the stated location(s). Any responses received after due date and time will be returned to the proposer.

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

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 arrives at the Boulder County Information Desk 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/package 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

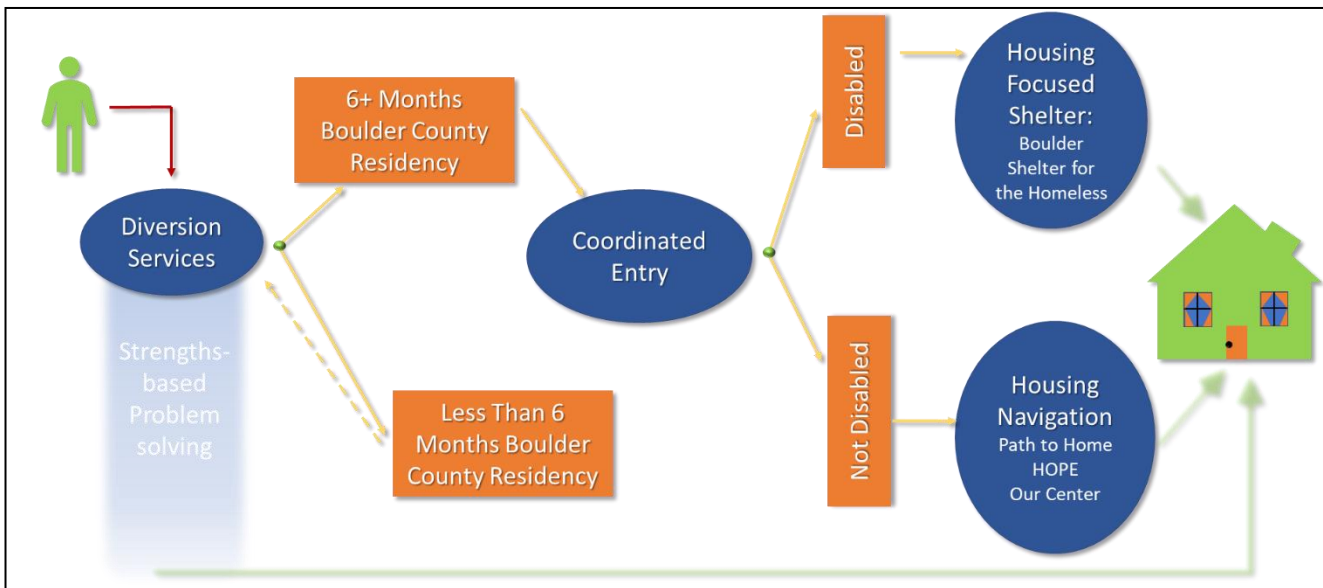
A. Definitions

Coordinated Entry (CE) (not a part of this RFP) is a two-step process that provides immediate resolution services, where possible, to persons experiencing homelessness in Boulder County and strategically aligns shelter services with client needs. Step One consists of Diversion Services which are problem solving responses to housing crises that can be resolved within three days, can be addressed with little to no financial assistance, and which involve minimal sheltering. Step Two for a person who has resided in Boulder County for six months or more and cannot be diverted from the homelessness response system is a System Entry Assessment (formerly referred to as a CE Screener). The System Entry Assessment will screen such persons to either the Housing Focused Shelter or Navigation Services, depending on severity of sheltering need.

Navigation Services are designed for individuals experiencing homelessness who may require short-duration case management and may or may not need an accompanying short stay in shelter of approximately 7 days with a limited number of extension if the client is actively engaged in a housing-focused case plan. Navigation clients, however, are not expected to have a level of acuity that suggests referral to the Boulder Shelter for the Homeless for Housing Focused Shelter. Services may include: brief case management, connection to mainstream services, reunification services, financial assistance, short-term shelter, or identification of housing options and resource and referral services. Only individuals who have lived in the County six months or longer can access Navigation Services.

Housing Focused Shelter (not a part of this RFP) is provided by the Boulder Shelter for the Homeless for disabled longer-term Boulder County residents. The facilitation of client exits to permanent housing opportunities is the continual focus of client interaction with targeted, planned housing focused efforts. Most housing is provided through Permanent Supportive Housing or other well-supported housing options. Only individuals who have lived in the County six months or longer can access Housing Focused Shelter.

The following illustrates client flow through of services through the Homeless Solutions for Boulder County process:



Service Requirements: Navigation Services

The City of Longmont will contract with one or more vendors to provide Navigation services.

Navigation Services are designed for moderate or lower needs individuals, who will require limited assistance getting back into permanent housing and have resided in Boulder County for at least 6 months. Navigation participants work with staff to develop a Navigation Plan to resolve their housing situation, with a goal of obtaining stable housing in seven days or less. Shelter beds are available to Navigation clients. After each seven-day Navigation Plan, the case manager and the client review progress and determine the need for an additional plan.

The major differences between Navigation Services and Diversion Services are the length of services and the resources that come to bear. Diversion Services aim to quickly identify solutions to housing crises (with limited or no sheltering), and Navigation Services require more interaction and housing focused case management.

The Navigation Services program focuses on obtaining and maintaining housing prior to addressing other client personal goals and challenges, consistent with Housing First principles.

The following represent the minimum requirements of the Navigation Services provider:

- Coordinate closely with the CE service provider (Boulder Shelter for the Homeless) to accept referrals into Navigation Services for homeless single adults assessed through CE as appropriate for Navigation Services. Coordination with the CE provider will include transfer of CE assessment information so that clients do not have to repeat information gathering processes included in CE.
- Provide services at a pre-approved location. Sheltering and case management service locations for City of Longmont Navigation Services are to be determined.
- Provide resolution services to individuals who are able to quickly resolve their housing crises with minimal sheltering and case management intervention.

- Develop a Navigation Plan for short-term Navigation Services with clients not able to resolve through Diversion Services and provide daily case management interaction with clients on Navigation Plan progress. Short-term Navigation Service supports for clients in Navigation Plans include:
 - Identification of housing options (leveraging existing Homeless Solutions for Boulder County (“HSBC”) resources, as appropriate)
 - Conflict resolution with landlords or family/friends with whom the individual was staying, leveraging community resources for this service as available and appropriate
 - Housing search assistance for individuals in need of new housing (i.e., where conflict resolution is not effective or not an option), including engaging with landlords to overcome resistance to housing clients as needed
 - Reunification assistance to help clients identify family members, friends, and other support networks that could assist in the client’s return to housing stability. When support networks are identified outside of Boulder County, Navigation Services would also provide transportation to enable reunification.
 - Financial assistance to enable re-housing (leveraging existing HSBC resources, including rapid re-housing, as appropriate).
 - Core expenses: rental assistance and move-in assistance (e.g. security deposits, utility deposits).
 - Flexible funding to overcome barriers individuals face in getting back into housing.
 - To maximize resources, individuals should only be provided with the financial assistance necessary to stabilize in housing outside of the shelter system
 - Connection to mainstream services to resolve long-run income/housing expense imbalances and other support services
 - Coordination of legal assistance, Medicaid, SNAP, SSI/SSDI, workforce development, medical and mental health services, etc.
 - Other support services include leveraging existing programs to secure free or low-cost state identification (“ID”) and bus passes to support completion of activities defined by the client’s Navigation Plan.
- Provide overnight sheltering for up to 49 people accessing Navigation Services each night, year-round.
- Provide phone, computer, and internet access for clients to complete Navigation Plan activities, as available.
- Provide transportation assistance in the form of bus tickets to clients in pursuit of Navigation Plan activities.
- Utilize a client portal system to enter all client data and to provide reports to the HSBC, in accordance with the metrics determined through the ongoing planning process and ensure data quality and completeness to the standards set forth by the HSBC. The current client portal system is provided by Boulder County Connect.
- Ensure adequate staffing to oversee crowd control, security, and logistical support to ensure effective on-site management of services and surrounding area to maximize client customer service and to minimize surrounding business impacts. Case management hours (up to 2 FTE or 80 hours) must be provided at a level and amount sufficient to meet daily client needs and pre-determined through the contract(s) with the program funder.
- Participate in HSBC meetings as applicable;
- Work collaboratively and constructively with County, the City of Longmont, and service partners to support and improve system efforts in alignment with established HSBC goals, strategies, and initiatives.

Contract dates of service:

- Longmont Navigation: April 1, 2020 through December 31, 2020 with the option for a one-year contractual extension.

The amount of funding available Navigation:

- Maximum of \$300,000 (9 months).

Proposal Narrative

Provide a narrative of the program using the questions outlined below. Use a standard font no smaller than 11 point and include the headings provided below. It is not necessary to repeat the text of the questions. You are not required to submit the full number of pages, but content that exceeds a 15-page maximum will not be reviewed.

1. Complete the following table:

Applicant Information

Name and Title of the main contact for this RFP:	
E-Mail Address:	Phone:
Mailing Address, City, State, Zip:	
Website:	

2. Provide Information Regarding Experience and Qualifications

- a) **Agency experience providing similar/related services to target population:** Please describe the organization’s and/or collaborative’s experience providing services related or similar to Navigation Services for adults experiencing homelessness.
- b) **Qualifications to provide Navigation Services:** Describe your organization’s and/or collaborative’s qualifications and particular strengths/unique advantages as the potential vendor of these services, including the organization’s and/or collaborative’s ability to collaborate with the Housing Focused Shelter (Boulder Shelter for the Homeless) vendor and other key partners. Note experience with, and ability to effectively interface with, the Boulder County Connect system or other homeless information management system.
- c) **Approach to providing Navigation Services:** Describe the organization’s or collaborative’s approach to implementing Navigation for the HSBC system (see Appendix A for information on Navigation Services). Include:
 - 1) Staffing
 - i. Anticipated number and classification of staff;
 - ii. Staff qualifications and planned training.
 - 2) Implementation
 - i. Timeline required for implementation given identified service start dates;
 - ii. Approach to management and oversight of the Navigation program;
 - iii. Approach to leveraging existing community outreach mechanisms.
 - 3) Collaboration

- i. Approach to coordination of services with the Housing Focused Shelter, Coordinated Entry, and Diversion services provider (Boulder Shelter for the Homeless);
 - ii. Approach to partnership, feedback and program adjustment with clients, homeless services and safety net agencies, local government and other key stakeholders.
- 4) Potential barriers to implementation of Navigation and strategies to overcome them.
 - 5) Any additional relevant information about the organization's and/or collaborative's approach Navigation Services provision.

3. Supplemental: In addition to providing full response to **all above** questions, the following are required in the submission:

- a. Organization's approach to ensuring clients participate in identified level of service per Coordinated Entry screening outcome.
- b. Organization's commitment and approach to community engagement with surrounding neighborhood(s) in which service delivery is provided to ensure they are compliant with good neighbor practices.
- c. Organization's ability to create collaborative working relationships that are built on trust, transparency and respect of Homeless Solutions for Boulder County system.
- d. Fiscal health of organization.

Part II: Financial Attachments (does not count against the proposal page limit)

1. Anticipated Program Sources of Navigation Funding

Complete the table below indicating anticipated funding sources for Navigation Services. Add rows to fit the agency funding categories if necessary. Indicate 0% for categories that do not apply.

Proposed Total Navigation

Percentage	Amount	Funding Source
%	\$	Government grants or contracts (federal or state)
%	\$	Local government grants or contracts (county or city)
%	\$	Foundations
%	\$	Business sponsorships
%	\$	Individual contributions
%	\$	In-kind contributions (optional)
%	\$	Other (please specify):
%	\$	TOTAL (should equal 100%)

2. Current organization resources to be leveraged for Navigation: Briefly describe existing organization resources (staff, infrastructure, other) that can be leveraged/re-purposed in relation to the proposed services. Note these items in detailed program budget for section 3 below.

3. Detailed Navigation Budget and Narrative: Please include separate budgets for the Navigation Services using an Excel Spreadsheet. Budgets must be line item and provide breakouts of the following cost categories:

- a. Staff Salaries
- b. Benefits costs
- c. Projected Service Expenditures
- d. Administrative Costs
- e. Indirect – Indirect cannot exceed 10% of the overall budget
- f. Any in-kind or cash support described in 2, above

With the budget, please provide a brief narrative describing how costs were derived.



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INSURANCE AND W-9 REQUIREMENTS

INSURANCE REQUIREMENTS

Contractor must carry those insurance coverages noted below:

- (a) A general liability policy with limits no less than \$1,000,000 per occurrence,
- (b) A workers' compensation insurance policy covering all employees and complying with state law,
- (c) An automobile liability insurance policy covering bodily injury and property damage with limits of no less than \$1,000,000 per occurrence.

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 documents listed below as a part of your PROPOSAL, or failure to acknowledge any addendum in writing with your PROPOSAL, or submitting a proposal on any condition, limitation or provision not officially invited in this Request for Proposal (RFP) may be cause for rejection of the PROPOSAL.

THIS CHECKLIST MUST BE SUBMITTED AS PART OF YOUR PROPOSAL PACKAGE: Proposer will check each box indicating compliance:

INCLUDED	ITEM
	Name and Address of the Partners and Subcontractors if applicable
	A detailed project schedule with an all-inclusive total cost
	Information on the relevant experience of key personnel
	State your compliance with the Terms and Conditions in the Sample Contract contained in this RFP. Specifically list any deviations and provide justification for each deviation.
	Submit three references for similar projects your company has completed within the last three years and contact information
	Insurance Certificate
	W-9
	Completed and Signed Procurement Questionnaire
	Sustainability Questionnaire
	Signature Page
	Addendum Acknowledgement(s) (If Applicable)

BOULDER COUNTY PROCUREMENT PROCESS QUESTIONNAIRE

As a requirement of RFP #7129-20, all bidders must fully and truthfully respond to each prompt/question contained in this Boulder County Procurement Process Questionnaire (“Questionnaire”) and sign the Boulder County Procurement Process Certification (“Certification”). The Boulder County Board of County Commissioners (BOCC) reserves the right to reject, in whole or in part, any Proposal that (1) is missing a completed Questionnaire or signed Certification, or (2) includes a Questionnaire with missing, incomplete, or false responses, as determined by the BOCC. If the incomplete or false nature of any response is discovered after an award decision, the BOCC may rely upon such discovery to withdraw an award or terminate a contract, in whole or in part. The evaluation committee may also consider this Questionnaire and the Certification in evaluating and scoring each Proposal. If you have any questions in completing this Questionnaire or the Certification, please contact Boulder County Purchasing.

1. List the number for each Boulder County formal procurement process (Request for Proposals or Invitation to Bid) that your organization has responded to from January 1, 2019 through the present.

2. During this (RFP #7129-20) or any prior Boulder County formal procurement process, has your organization or any of its representatives ever: *(If “yes,” list number and describe below)*
 - a. Offered anything of value (e.g. gifts) to an evaluation committee member, or any elected official of their organization, in exchange for an unfair advantage during the evaluation process?

- b. Concealed a financial interest between your organization and an evaluation member, or any elected official of their organization?

- c. Communicated in any form (i.e. in-person, phone, text, email) with an evaluation committee member, or any elected official of their organization, regarding the procurement process or the solicited services outside of evaluation activities scheduled by Boulder County Purchasing?

BOULDER COUNTY PROCUREMENT PROCESS CERTIFICATION

I acknowledge that I have read and fully understand this Certification.

By signing this Certification, I certify that I, on behalf of my organization, have fully and truthfully responded to each prompt/question listed in the Boulder County Procurement Process Questionnaire. I acknowledge that my failure to provide full and truthful responses in the Questionnaire may result in the BOCC rejecting my organization's Proposal for RFP #7129-20, withdrawing an award, or terminating a contract with my organization.

I further certify, on behalf of my organization, that no member of my organization will engage in any of the conduct described in the Questionnaire for the duration of the procurement process for RFP #7129-20 or during any subsequent Boulder County procurement process.

Signature: _____

Date: _____

Print Name: _____



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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:

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 the following:

- Section A: Organizational Information
- Section B: Program Information
- Section C: Budget/Budget Narrative
- Section D: Other Requirements
 - Reflect ability to collaborate with other organizations
 - Organization's declaration regarding ethical practices
 - Experience with data collection and reporting
 - Experience with running similar programs

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
Section A: Organizational Information	30
Section B: Program Information	25
Section C: Budget/Budget Narrative	30
Section D: Other Requirements	15
Total Possible	100

All applicants will be required to participate in an in-person interview with the selection committee. Applicants will be required to have representation from the Board of Directors for their respective agencies.



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SUSTAINABILITY QUESTIONNAIRE

Company Name: _____ Date: _____

This questionnaire is applicable to firms that provide services as well as those that provide goods. Please answer the questions to the best of your ability.

1. What sustainability certifications does your business have? Please check the items that apply:

- B-Corp
- Green Business Bureau
- Fair Trade USA
- Green C Certification
- None
- Other - describe any other certifications your company has related to sustainability.

2. Does your company have a sustainability vision/commitment/values statement or policy?
Please check the items that apply:

- Our sustainability statement/policy describes our company's sustainability initiatives.
- We have formed an oversight committee to ensure the success of our sustainability policy.
- Our sustainability statement/policy describes how our company explores opportunities to work with communities, governments and non-governmental and professional organizations to help articulate, teach and advance the principles of sustainability.

- We are currently in the process of developing a sustainability statement/policy consistent with a commitment to promote environmental, economic, and social sustainability.
- None
- Other - Provide (or supply a link) your company's sustainability statement/policy.

3. What policies are in place to monitor and manage your supply chain regarding sustainability issues? Please select all that apply:

- We apply sustainability criteria when making purchasing decisions.
- We partner with suppliers who share in our sustainability commitment and/or work with them to reduce the impact to the environment of our resource needs as well as improve worker conditions.
- We purchase "green" (i.e. recyclable, reusable, non-toxic, compostable, fair trade and made from 100% post-consumer recycled materials) supplies, products, and materials.
- We specify locally manufactured products in procuring goods.
- We specify products that use the Electronic Products Environmental Assessment Tool (EPEAT) standards in procuring goods.
- None.
- Other – describe other ways your company monitors and manages your supply chain concerning environmental issues.

4. Does your company promote sustainable transportation in its operations? Please select all that apply:

- We own, rent, or lease electric fleet vehicles.
- We own, rent, or lease hybrid or natural gas fueled fleet vehicles.
- We encourage carpooling, public transportation, and using other alternative modes of transportation.
- We subsidize public transportation for employees.
- We have an established Green Transportation Plan
- We are developing a Green Transportation Plan
- We offer flexible hours, telecommuting, or a compressed work week.
- We utilize teleconference, video conference, WebEx or GoTo Meetings (or other similar conferencing services).
- None
- Other – describe other ways your company promotes sustainable transportation. If applicable, use this space to describe your company's Green Transportation Plan (whether existing or in development).

5. What does your company do to minimize the environmental impacts associated with shipping? Please check the items that apply:

- We have established company policies and procedures that minimize the need for shipping in the first place.
- We combine deliveries with customer visits.
- We consolidate deliveries.
- We use bike couriers for local delivery.
- We utilize electronic communications and electronic transfer of documents, such as e-mail, fax and Portable Document Format (PDF).
- We specify products that can be purchased locally within a 500-mile radius of the delivery location in procuring goods.
- We are currently evaluating what the company can do to minimize the environmental impacts associated with shipping (must describe below; no additional points awarded for providing this description).
- Our packaging/shipping materials are reusable.
- Our packaging/shipping materials are made from 100% post-consumer recycled materials.
- N/A
- Other – describe what your company does to minimize the environmental costs associated with shipping. If applicable, use this space to provide required description(s).

6. Has your company ever been cited for non-compliance of any law, regulation, ordinance, code, rule, standard, or policy regarding an environmental or safety issue? Please check the item that applies:

- No, my company HAS NOT been cited for non-compliance regarding an environmental or safety issue.
- Yes, my company HAS been cited for non-compliance of an environmental or safety issue.
- N/A State the reason, date and outcome of the citation:

7. What programs do you have, either in place or currently being planned, to promote resource efficiency? Examples include energy or waste audit programs. Please check the items that apply:

- We have an established zero waste program.
- We utilize a facilities energy management system.

- We have adopted a climate action plan.
- We have a water conservation program.
- We have formed a sustainability committee to identify sustainable solutions for our company.
- We are a member of various sustainability organizations.
- We are recognized by peers and environmental organizations for providing leadership in Sustainability.
- None
- Other - what other programs do you have in place or planned for promoting resource. Efficiency?

8. If your business’s proposal involves the provision of a product, does the manufacturer of the product, whether your business or an outside entity, have a sustainability policy statement? Please check the item that applies:

- No, the manufacturer of the product that I am proposing DOES NOT have a sustainability policy statement.
- Yes, the manufacturer of the product that I am proposing HAS a sustainability policy statement.
- Not applicable.

Provide Sustainability Policy Statement:

9. If your business’s proposal involves the provision of a product, has the manufacturer of the product, whether your business or an outside entity, ever been cited for non-compliance of any law, regulation, ordinance, code, rule, standard, or policy regarding an environmental or safety issue? Please check the item that applies:

- No, the manufacturer of the product that I am proposing HAS NOT been cited for noncompliance regarding an environmental or safety issue.
- Yes, the manufacturer of the product that I am proposing HAS been cited for noncompliance regarding an environmental or safety issue.
- Not applicable.

Provide reason, date and outcome of the citation:

10. If your business's bid/proposal involves the provision of a product, has an environmental life-cycle analysis of the product that you are proposing been conducted by a certified testing organization, such as Green Seal, Energy Star, and Cradle to Cradle? Please check the item that applies.

- No, an environmental life-cycle analysis of the product that I am bidding/proposing HAS NOT been conducted by a certified testing organization, such as Green Seal.
- Yes, an environmental life-cycle analysis of the product that I am bidding/proposing HAS been conducted by a certified testing organization, such as Green Seal.
- Not applicable.

Provide certification:



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SIGNATURE PAGE

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

By signing below, I certify that:

I am authorized to bid on my company's behalf.

I am not currently an employee of Boulder County.

None of my employees or agents is currently an employee of Boulder County.

I am not related to any Boulder County employee or Elected Official.

(Sole Proprietorships Only) I am not a Public Employees' Retirement Association (PERA) retiree.

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

Date

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

2020 CONTRACT FOR SERVICES

THIS Contract is made and entered into by and between the City of Longmont, a Colorado municipal corporation (City), and [Type name of Contractor, then press f11 to proceed] (Contractor).

WHEREAS, Contractor is an organization whose purposes are stated in **Attachment A**; and

WHEREAS, Contractor provides the services stated in **Attachment A** to the Longmont community; and

WHEREAS, in order for Contractor to function properly and provide important human services to the Longmont community, it is necessary to provide funds to Contractor for its services which are deemed to be both desirable and essential for the immediate protection and preservation of the public health, safety, and general welfare of the citizens of Longmont.

NOW, THEREFORE, in order to serve an important public purpose and provide necessary services for the benefit of the City and its inhabitants, the City and the Contractor mutually agree as follows:

1. TERM: The term of this Contract is from [Type beginning date of Contract, then press f11 to proceed] through [Type ending date of Contract, then press f11 to proceed].
2. DUTIES: The Contractor agrees to provide all the services listed in **Attachment A**. The City agrees to pay the Contractor \$[Type amount of money City has agreed to pay the Contractor, then press f11 to proceed], in quarterly installments. The first payment will be issued upon receipt of a signed Contract; the remaining payments will be issued in April, July and October for the term of the Contract.
3. REPORTING REQUIREMENTS: Contractor will report program data and results as outlined in Attachment A (Scope of Services).
4. RELIABILITY OF REPORTS: Contractor represents that all information Contractor has provided or will provide to the City is true and correct, and that the City can rely on such information in modifying, making payments, or taking any other action concerning this Contract. Any false or misleading material information or omission provided or caused by Contractor is just cause for the City to terminate this Contract and to pursue any other available remedies against the Contractor.
5. AUDIT: The City reserves the right to conduct an audit of all records related to this Contract should the City have concerns about the Contractor's performance of the services listed in **Attachment A**.

6. INTEGRATED AGREEMENT AND AMENDMENTS: This Contract is an integration of the entire understanding of the parties with respect to the matters set forth herein. This Contract cannot be altered or amended except in writing, and signed by duly authorized representatives of the respective parties. This Contract incorporates by reference the attachments checked below:

_____ Attachment A (Scope of Services)

_____ Attachment B (Facility Use License)

7. STATUS OF CONTRACTOR: The Contractor shall perform all services under this Contract as an independent contractor and not as an agent or employee of the City. It is mutually agreed and understood that nothing contained in this Contract is intended or shall be construed as in any way establishing the relationship of co-partners or joint ventures between the parties hereto, or as construing the Contractor, including its agents and employees, as an agent of the City. The Contractor shall remain an independent and separate entity. The Contractor shall not be supervised by any employee or official of the City, nor will the Contractor exercise supervision over any employee or official of the City. The Contractor shall not represent that Contractor is an employee or agent of the City in any capacity. **The Contractor is not entitled to City workers' compensation benefits and is obligated to pay federal and state income tax on money earned pursuant to this Contract, if applicable.**

8. PERSONNEL: Contractor agrees to provide competent personnel with expertise in the delivery of the scheduled services to achieve and maintain a highly professional and competent level of services.

9. INSURANCE: Contractor must carry those insurance coverages noted below:

(a) A general liability policy with limits no less than \$1,000,000 per occurrence,

(b) A workers' compensation insurance policy covering all employees and complying with state law,

(c) An automobile liability insurance policy covering bodily injury and property damage with limits of no less than \$1,000,000 per occurrence.

Before the effective date of this Contract, the Contractor shall present to the City's Community Services Director a certificate showing it has in effect the required policies. Any variance to these insurance provisions must be approved in writing by the City's Risk Manager and will become incorporated as an addendum to this Contract.

Contractor shall not cancel, materially change, or fail to renew insurance coverages. Contractor shall notify the City of Longmont Community Services Department, 350 Kimbark Street, Longmont, CO 80501, of any material reduction or exhaustion of aggregate limits. In the

event any policy is canceled or has a material reduction of aggregate limits before final payment by City to Contractor, Contractor shall immediately procure other insurance sufficient to maintain the insurance requirements of this Agreement. Failure to maintain insurance or procure replacement insurance is grounds for termination of this Contract.

Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from Contractor's operation under this Contract.

10. CERTIFICATE OF INSURANCE: As evidence of the insurance coverages required by this Contract, prior to the effective date of this Contract, Contractor shall furnish a certificate of insurance to:

City of Longmont
Community Services
350 Kimbark Street
Longmont, CO 80501
Attention: Karen Roney

The general and automobile liability certificate(s) will name the City, its officers, agents and employees as Additional Insureds. Insurance coverages required under this Contract shall be obtained from insurance companies authorized to do business in the State of Colorado.

11. INDEMNITY: The Contractor shall fully indemnify and hold the City harmless from all claims, actions, suits, liability, losses, costs, expenses and/or damages of any kind whatsoever which may occur to or be suffered by any person (including, but not limited to the Contractor, its agents, employees, contractors, tenants, invitees, licensees, successors or assigns) arising out of or in connection with its use and occupation of any City facilities and/or any activities undertaken pursuant to this Contract. Upon commencement of any such suit or action against the City, the Contractor shall provide prompt notice to the City, and shall defend the same at its own cost and expense. If a judgment shall be rendered against the City in such an action or suit, Contractor shall fully satisfy the judgment within ninety (90) days after the same has been conclusively determined.

12. TERMINATION: This Contract may be terminated at the sole discretion of the City for any violation by the Contractor of any of the terms and conditions of this Contract, including the reduction or discontinuance of the services listed in **Attachment A. Without limiting the foregoing and notwithstanding any other provision of this Contract, the City in its sole discretion may terminate this Contract and any funds paid to the Contractor shall be immediately returned to the City if the Contractor fails to submit to the City any reports or certificates of insurance required by this Contract.**

a. The Parties acknowledge that City materially relied upon the completed *Boulder County Procurement Process Questionnaire* ("Questionnaire") and the signed *Boulder County*

Procurement Process Certification ("Certification") submitted by Contractor during RFP #_____, and that such submissions materially induced the City to enter into this Contract. In the event that the City determines that Contractor falsely signed the Certification, such determination shall entitle the City to terminate this Contract immediately upon notice to Contractor.

b. Contractor acknowledges and agrees that successful performance of the Work requires the highest level of integrity and City's complete confidence in Contractor's relationship with the City, Boulder County, and other organizations delivering homeless services in Boulder County ("County Partners"). At all times in performing Work under this Contract, Contractor shall maintain a professional manner and refrain from any conduct which would tend to disparage or be prejudicial to the City or any County Partner, as the Parties agree that such conduct would jeopardize the success and intended outcomes of the Work. Contractor's failure to comply with this provision, as determined by the City in its sole discretion, shall be considered a material breach of the Contract that shall entitle the City to terminate this Contract immediately upon notice to Contractor.

13. PROVISIONS CONSTRUED AS TO FAIR MEANING: The provisions of this Contract shall be construed as to their fair meanings, and not for or against any party based upon any attribution to such party as the source of the language in question.

14. HEADINGS FOR CONVENIENCE: All headings, captions and titles are for convenience and reference only, and of no meaning in the interpretation or effect of this Contract.

15. COMPLIANCE WITH ORDINANCES AND REGULATIONS: The Contractor shall perform all obligations under this Contract in strict compliance with all federal, state, and City laws, rules, statutes, charter provisions, ordinances, and regulations applicable to the performance of the Contractor's services under this Contract, and specifically, shall not discriminate against any person on the basis of age, ancestry, color, creed, sex, race, religion, national origin, disability, or as otherwise prohibited by law.

16. PUBLICITY AND USE OF DATA: Contractor agrees to acknowledge the Homeless Solutions for Boulder County ("HSBC") system in publications, advertising, speeches, lectures, interviews, press releases, internet web pages, and other similar activities related to the outcomes that have occurred as part of HSBC funding and management. Contractor shall not use data or information gathered by Contractor or provided to Contractor in furtherance of the services under this Contract to represent the larger system to the public unless there is a specific purpose for doing so and only after Contractor has discussed the use of the data with the City, the data fully verified, and Contractor has obtained written consent from the Homeless Solutions for Boulder County System Manager and/or the City of Longmont staff.

17. VERIFICATION OF LAWFUL PRESENCE: Without limiting the provisions of the previous paragraph, Contractor shall verify the lawful presence in the United States of each

natural person eighteen years of age or older who applies for state or local public benefits or for federal public benefits for the applicant, prior to providing the benefits, as required by Article 76.5 of Title 24 of the Colorado Revised Statutes, Restrictions on Public Benefits, C.R.S. 24-76.5-101, et seq. Contractor shall verify the lawful presence in the United States of each such applicant by requiring the applicant to: 1) produce (i) a valid Colorado driver's license or a Colorado identification card, issued pursuant to Article 2 of Title 42, C.R.S.; or (ii) a United States military card or a military dependent's identification card; or (iii) a United States Coast Guard merchant mariner card; or (iv) a Native American tribal document; and 2) execute an affidavit stating: (i) that he or she is a United States citizen or legal permanent resident; or (ii) that he or she is otherwise lawfully present in the United States pursuant to federal law.

For an applicant who has executed an affidavit stating that he or she is an alien lawfully present in the United States, Contractor shall verify the applicant's lawful presence for federal public benefits or state or local public benefits through the federal Systematic Alien Verification of Entitlement Program, (the "Save Program"), operated by the United States Department of Homeland Security or a successor program designated by the United States Department of Homeland Security. Until such verification of lawful presence is made, the affidavit may be presumed to be proof of lawful presence for purposes of this section. If Contractor is unable to use the Save Program after reasonable efforts are made to use the Program, Contractor shall request the City to verify the lawful presence of the applicant through the Save Program.

Contractor may request in writing that the City determine if verification of lawful presence of an applicant is not required because of one or more of the exceptions to the verification requirement contained at section 24-76.5-103(3), C.R.S. Upon such request, the City shall, in its sole discretion, determine if one or more of the exceptions apply and such determination shall be binding upon the Contractor.

18. **NO IMPLIED REPRESENTATIONS:** No representations, agreements, covenants, warranties, or certifications, express or implied, shall exist as between the parties, except as specifically set forth in this Contract.

19. **NO THIRD PARTY BENEFICIARIES:** None of the terms or conditions in this Contract shall give or allow any claim, benefit, or right of action by any third person not a party hereto. Any person other than the City or the Contractor receiving services or benefits under this Contract shall be only an incidental beneficiary.

20. **FINANCIAL OBLIGATIONS OF CITY:** All financial obligations of the City under this Contract are contingent upon appropriation, budgeting, and availability of specific funds to discharge such obligations. Nothing in this Contract shall be deemed a pledge of the City's credit, or a payment guarantee by the City to the Contractor. If appropriated funds are not available, both parties shall be relieved of their obligations hereunder.

21. **WAIVER:** No waiver of any breach or default under this Contract shall be a waiver of any other or subsequent breach or default.

22. SEVERABILITY: Invalidation of any specific provisions of this Contract shall not affect the validity of any other provision of this Contract.

23. GOVERNING LAW: This Contract shall be governed and construed in accordance with the laws of the State of Colorado.

24. AUTHORITY: The parties warrant that they have taken all actions necessary or required by their own procedures, bylaws, or applicable law, to authorize their respective signatories to sign this Contract for them and to bind them to its terms.

25. UNLAWFUL EMPLOYEES, CONTRACTORS AND SUBCONTRACTORS: Contractor shall not knowingly employ or contract with an undocumented immigrant to perform work under this Contract. Contractor shall not knowingly contract with a subcontractor that (a) knowingly employs or contracts with an undocumented immigrant to perform work under this Contract or (b) fails to certify to the Contractor that the subcontractor will not knowingly employ or contract with an undocumented immigrant to perform work under this Contract.

26. CONFIRMATION REGARDING UNDOCUMENTED IMMIGRANTS: Contractor has confirmed the employment eligibility of all employees newly hired for employment to perform work under this Contract through participation in either the E-verify program administered jointly by the United States Department of Homeland Security and the Social Security Administration or the employment verification program of the Colorado Department of Labor & Employment.

27. LIMITATION REGARDING E-VERIFY PROGRAM: Contractor shall not use either E-verify or Colorado Department of Labor & Employment program procedures to undertake pre-employment screening of job applicants while performing this Contract.

28. DUTY TO TERMINATE A SUBCONTRACT; EXCEPTIONS: If Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an undocumented immigrant, the Contractor shall, unless the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an undocumented immigrant:

(a) notify the subcontractor and the City within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an undocumented immigrant; and

(b) terminate the subcontract with the subcontractor if, within three days of receiving notice that the Contractor has actual knowledge that the subcontractor is employing or contracting with an undocumented immigrant, the subcontractor does not stop employing or contracting with the undocumented immigrant.

29. DUTY TO COMPLY WITH STATE INVESTIGATION: Contractor shall comply with any reasonable request of the Colorado Department of Labor and Employment made in the course of an investigation pursuant to C.R.S. 8-17.5-102 (5).

30. DAMAGES FOR BREACH OF CONTRACT: In addition to any other legal or equitable remedy the City may be entitled to for a breach of this Contract, if the City terminates this Contract, in whole or in part, due to Contractor's breach of any provision of this Contract, Contractor shall be liable for actual and consequential damages to the City.

Executed this _____ day of _____, 20__.

CITY OF LONGMONT:

COMMUNITY SERVICES DIRECTOR

APPROVED AS TO FORM:

APPROVED AS TO INSURANCE PROVISIONS:

ASSISTANT CITY ATTORNEY
CA File:

RISK MANAGER

State of _____)

) ss.

County of _____)

The foregoing document was acknowledged before me this _____ day of

_____, 2020 by _____, as

Community Services Director.

Witness my hand and official seal.

Notary Public

My commission expires: _____

CONTRACTOR:

CONTRACTOR

State of _____)
County of _____) ss:

The foregoing instrument was acknowledged before me by _____
_____,
(Name of Party Signing)

as _____ of _____,
(Title of Party Signing) (Name of Corporation)

a _____ corporation, on behalf of the corporation, this
(State of Incorporation)

_____ day of _____, 2020.

Witness my hand and official Seal.

My Commission expires _____.

Notary Public