



**Request for Proposal  
RFP-4217-16-DH**

**Foster Care Retention & Recruitment for  
Mesa County Department of Human Services**

**RESPONSES DUE:**

May 12, 2016 prior to 3:30 PM MDT

**Accepting Electronic Responses Only**

**Responses Only Submitted Through the Rocky Mountain E-Purchasing System  
(RMEPS)**

**<https://www.rockymountainbidsystem.com/default.asp>**

(Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. 800-835-4603)

**PURCHASING REPRESENTATIVE:**

Duane Hoff Jr., Senior Buyer

**[duaneh@gjcity.org](mailto:duaneh@gjcity.org)**

(970) 244-1545

This solicitation has been developed specifically for a Request for Proposal intended to solicit competitive responses for this solicitation, and may not be the same as previous City of Grand Junction/Mesa County solicitations. All offerors are urged to thoroughly review this solicitation prior to submitting. Submittal by **FAX, EMAIL or HARD COPY IS NOT ACCEPTABLE** for this solicitation.

# **REQUEST FOR PROPOSAL**

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## REQUEST FOR PROPOSAL

<b>SECTION 1.0: ADMINISTRATIVE INFORMATION &amp; CONDITIONS FOR SUBMITTAL</b>
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- 1.1 Issuing Office:** This Request for Proposal (RFP) is issued by the City of Grand Junction. All contact regarding this RFP is directed to:

**RFP QUESTIONS:**

Duane Hoff Jr., Senior Buyer  
duaneh@gjcity.org

- 1.2 Purpose:** The City of Grand Junction, on behalf of Mesa County Department of Human Services (MCDHS), is requesting proposals for Foster Care Retention & Recruitment.
- 1.3 The Owner:** The Owner is the City of Grand Junction and/or Mesa County Department of Human Services (MCDHS), Colorado and is referred to throughout this Solicitation. The term Owner means the Owner or his authorized representative.
- 1.4 Non-Mandatory Pre-Proposal Meeting:** A **non-mandatory** pre-proposal meeting is recommended for all prospective offerors. The purpose of this visit will be to inspect and to clarify the contents of this Request for Proposal (RFP). Meeting location shall be at the Mesa County Department of Human Services, Room #1060 located at 510 29 ½ Road, Grand Junction, CO on April 25, 2016 at 3:00pm.
- 1.5 Compliance:** All participating Offerors, by their signature hereunder, shall agree to comply with all conditions, requirements, and instructions of this RFP as stated or implied herein. Should the Owner omit anything from this packet which is necessary to the clear understanding of the requirements, or should it appear that various instructions are in conflict, the Offeror(s) shall secure instructions from the Purchasing Division prior to the date and time of the submittal deadline shown in this RFP.
- 1.6 Submission:** Please refer to section 5.0 for what is to be included. **Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>).** *This site offers both "free" and "paying" registration options that allow for full access of the Owner's documents and for electronic submission of proposals. (Note: "free" registration may take up to 24 hours to process. Please Plan accordingly.)* Please view our "Electronic Vendor Registration Guide" at <http://www.gjcity.org/BidOpenings.aspx> for details. For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 "Preparation and Submittal of Proposals." Submittals received that fail to follow this format may be ruled non-responsive. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline. **800-835-4603**).
- 1.7 Altering Proposals:** Any alterations made prior to opening date and time must be initialed by the signer of the proposal, guaranteeing authenticity. Proposals cannot be altered or amended after submission deadline.

- 1.8 Withdrawal of Proposal:** A proposal must be firm and valid for award and may not be withdrawn or canceled by the Offeror for sixty (60) days following the submittal deadline date, and only prior to award. The Offeror so agrees upon submittal of their proposal. After award this statement is not applicable.
- 1.9 Acceptance of Proposal Content:** The contents of the proposal of the successful Offeror shall become contractual obligations if acquisition action ensues. Failure of the successful Offeror to accept these obligations in a contract shall result in cancellation of the award and such vendor shall be removed from future solicitations.
- 1.10 Addenda:** All questions shall be submitted in writing to the appropriate person as shown in Section 1.1. Any interpretations, corrections and changes to this RFP or extensions to the opening/receipt date shall be made by a written Addendum to the RFP by the City Purchasing Division. Sole authority to authorize addenda shall be vested in the City of Grand Junction Purchasing Representative. Addenda will be issued electronically through the Rocky Mountain E-Purchasing website at [www.rockymountainbidsystem.com](http://www.rockymountainbidsystem.com). Offerors shall acknowledge receipt of all addenda in their proposal.
- 1.11 Exceptions and Substitutions:** All proposals meeting the intent of this RFP shall be considered for award. Offerors taking exception to the specifications shall do so at their own risk. The Owner reserves the right to accept or reject any or all substitutions or alternatives. When offering substitutions and/or alternatives, Offeror must state these exceptions in the section pertaining to that area. Exception/substitution, if accepted, must meet or exceed the stated intent and/or specifications. The absence of such a list shall indicate that the Offeror has not taken exceptions, and if awarded a contract, shall hold the Offeror responsible to perform in strict accordance with the specifications or scope of services contained herein.
- 1.12 Confidential Material:** All materials submitted in response to this RFP shall ultimately become public record and shall be subject to inspection after contract award. **“Proprietary or Confidential Information”** is defined as any information that is not generally known to competitors and which provides a competitive advantage. Unrestricted disclosure of proprietary information places it in the public domain. Only submittal information clearly identified with the words **“Confidential Disclosure”** and uploaded as a separate document shall establish a confidential, proprietary relationship. Any material to be treated as confidential or proprietary in nature must include a justification for the request. The request shall be reviewed and either approved or denied by the Owner. If denied, the proposer shall have the opportunity to withdraw its entire proposal, or to remove the confidential or proprietary restrictions. Neither cost nor pricing information nor the total proposal shall be considered confidential or proprietary.
- 1.13 Response Material Ownership:** All proposals become the property of the Owner upon receipt and shall only be returned to the proposer at the Owner’s option. Selection or rejection of the proposal shall not affect this right. The Owner shall have the right to use all ideas or adaptations of the ideas contained in any proposal received in response to this RFP, subject to limitations outlined in the entitled **“Confidential Material”**. Disqualification of a proposal does not eliminate this right.

- 1.14 Minimal Standards for Responsible Prospective Offerors:** A prospective Offeror must affirmably demonstrate their responsibility. A prospective Offeror must meet the following requirements.
- Have adequate financial resources, or the ability to obtain such resources as required.
  - Be able to comply with the required or proposed completion schedule.
  - Have a satisfactory record of performance.
  - Have a satisfactory record of integrity and ethics.
  - Be otherwise qualified and eligible to receive an award and enter into a contract with the Owner.
- 1.15 Open Records:** Proposals shall be received and publicly acknowledged at the location, date, and time stated herein. Offerors, their representatives and interested persons may be present. Proposals shall be received and acknowledged only so as to avoid disclosure of process. However, all proposals shall be open for public inspection after the contract is awarded. Trade secrets and confidential information contained in the proposal so identified by offer as such shall be treated as confidential by the Owner to the extent allowable in the Open Records Act.
- 1.16 Sales Tax:** The Owner is, by statute, exempt from the State Sales Tax and Federal Excise Tax; therefore, all fees shall not include taxes.
- 1.17 Public Opening:** Proposals shall be opened in the City Hall Auditorium, 250 North 5<sup>th</sup> Street, Grand Junction, CO, 81501, immediately following the proposal deadline. Offerors, their representatives and interested persons may be present. Only the names and locations on the proposing firms will be disclosed.

## **SECTION 2.0: GENERAL CONTRACT TERMS AND CONDITIONS**

- 2.1. Acceptance of RFP Terms:** A proposal submitted in response to this RFP shall constitute a binding offer. Acknowledgment of this condition shall be indicated on the Letter of Interest or Cover Letter by the autographic signature of the Offeror or an officer of the Offeror legally authorized to execute contractual obligations. A submission in response to the RFP acknowledges acceptance by the Offeror of all terms and conditions including compensation, as set forth herein. An Offeror shall identify clearly and thoroughly any variations between its proposal and the Owner's RFP requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.
- 2.2. Execution, Correlation, Intent, and Interpretations:** The Contract Documents shall be signed by the Owner and Firm. By executing the contract, the Firm represents that they have familiarized themselves with the local conditions under which the Services is to be performed, and correlated their observations with the requirements of the Contract Documents. The Contract Documents are complementary, and what is required by any one, shall be as binding as if required by all. The intention of the documents is to include all labor, materials, equipment, services and other items necessary for the proper execution and completion of the scope of services as defined in the technical specifications and drawings contained herein. All drawings, specifications and copies

furnished by the Owner are, and shall remain, Owner property. They are not to be used on any other project.

- 2.3. Permits, Fees, & Notices:** The Firm shall secure and pay for all permits, governmental fees and licenses necessary for the proper execution and completion of the services. The Firm shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the services. If the Firm observes that any of the Contract Documents are at variance in any respect, he shall promptly notify the Owner in writing, and any necessary changes shall be adjusted by approximate modification. If the Firm performs any services knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, he shall assume full responsibility and shall bear all costs attributable.
- 2.4. Responsibility for those Performing the Services:** The Firm shall be responsible to the Owner for the acts and omissions of all his employees and all other persons performing any of the services under a contract with the Firm.
- 2.5. Payment & Completion:** The Contract Sum is stated in the Contract and is the total amount payable by the Owner to the Firm for the performance of the services under the Contract Documents. Upon receipt of written notice that the services is ready for final inspection and acceptance and upon receipt of application for payment, the Owner's Project Manager will promptly make such inspection and, when they find the services acceptable under the Contract Documents and the Contract fully performed, the Owner shall make payment in the manner provided in the Contract Documents. Partial payments will be based upon estimates, prepared by the Firm, of the value of Services performed and materials placed in accordance with the Contract Documents. The services performed by Firm shall be in accordance with generally accepted professional practices and the level of competency presently maintained by other practicing professional firms in the same or similar type of services in the applicable community. The services and services to be performed by Firm hereunder shall be done in compliance with applicable laws, ordinances, rules and regulations.
- 2.6. Protection of Persons & Property:** The Firm shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. Firm shall erect and maintain, as required by existing safeguards for safety and protection, and all reasonable precautions, including posting danger signs or other warnings against hazards promulgating safety regulations and notifying owners and users of adjacent utilities. When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, or misconduct by the Firm in the execution of the services, or in consequence of the non-execution thereof by the Firm, they shall restore, at their own expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, rebuilding, or otherwise restoring as may be directed, or it shall make good such damage or injury in an acceptable manner.
- 2.7. Changes in the Services:** The Owner, without invalidating the contract, may order changes in the services within the general scope of the contract consisting of additions, deletions or other revisions. All such changes in the services shall be authorized by

Change Order/Amendment and shall be executed under the applicable conditions of the contract documents. A Change Order/Amendment is a written order to the Firm signed by the Owner issued after the execution of the contract, authorizing a change in the services or an adjustment in the contract sum or the contract time.

- 2.8. Minor Changes in the Services:** The Owner shall have authority to order minor changes in the services not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the contract documents.
- 2.9. Uncovering & Correction of Services:** The Firm shall promptly correct all services found by the Owner as defective or as failing to conform to the contract documents. The Firm shall bear all costs of correcting such rejected services, including the cost of the Owner's additional services thereby made necessary. The Owner shall give such notice promptly after discover of condition. All such defective or non-conforming services under the above paragraphs shall be removed from the site where necessary and the services shall be corrected to comply with the contract documents without cost to the Owner.
- 2.10. Acceptance Not Waiver:** The Owner's acceptance or approval of any services furnished hereunder shall not in any way relieve the proposer of their present responsibility to maintain the high quality, integrity and timeliness of his services. The Owner's approval or acceptance of, or payment for, any services shall not be construed as a future waiver of any rights under this Contract, or of any cause of action arising out of performance under this Contract.
- 2.11. Change Order/Amendment:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All amendments to the contract shall be made in writing by the Owner.
- 2.12. Assignment:** The Offeror shall not sell, assign, transfer or convey any contract resulting from this RFP, in whole or in part, without the prior written approval from the Owner.
- 2.13. Compliance with Laws:** Proposals must comply with all Federal, State, County and local laws governing or covering this type of service and the fulfillment of all ADA (Americans with Disabilities Act) requirements. Firm hereby warrants that it is qualified to assume the responsibilities and render the services described herein and has all requisite corporate authority and professional licenses in good standing, required by law.
- 2.14. Debarment/Suspension:** The Firm hereby certifies that the Firm is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Governmental department or agency.
- 2.15. Confidentiality:** All information disclosed by the Owner to the Offeror for the purpose of the services to be done or information that comes to the attention of the Offeror during the course of performing such services is to be kept strictly confidential.
- 2.16. Conflict of Interest:** No public official and/or Owner employee shall have interest in any contract resulting from this RFP.

- 2.17. Contract:** This Request for Proposal, submitted documents, and any negotiations, when properly accepted by the Owner, shall constitute a contract equally binding between the Owner and Offeror. The contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral, including the Proposal documents. The contract may be amended or modified with Change Orders, Field Orders, or Amendment.
- 2.18. Project Manager/Administrator:** The Project Manager, on behalf of the Owner, shall render decisions in a timely manner pertaining to the services proposed or performed by the Offeror. The Project Manager shall be responsible for approval and/or acceptance of any related performance of the Scope of Services.
- 2.19. Contract Termination:** This contract shall remain in effect until any of the following occurs: (1) contract expires; (2) completion of services; (3) acceptance of services or, (4) for convenience terminated by either party with a written *Notice of Cancellation* stating therein the reasons for such cancellation and the effective date of cancellation at least thirty days past notification.
- 2.20. Employment Discrimination:** During the performance of any services per agreement with the Owner, the Offeror, by submitting a Proposal, agrees to the following conditions:
- 2.20.1. The Offeror shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, citizenship status, marital status, veteran status, sexual orientation, national origin, or any legally protected status except when such condition is a legitimate occupational qualification reasonably necessary for the normal operations of the Offeror. The Offeror agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
  - 2.20.2. The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, shall state that such Offeror is an Equal Opportunity Employer.
  - 2.20.3. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.
- 2.21. Immigration Reform and Control Act of 1986 and Immigration Compliance:** The Offeror certifies that it does not and will not during the performance of the contract employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986 and/or the immigration compliance requirements of State of Colorado C.R.S. § 8-17.5-101, *et.seq.* (House Bill 06-1343).
- 2.22. Ethics:** The Offeror shall not accept or offer gifts or anything of value nor enter into any business arrangement with any employee, official, or agent of the Owner.
- 2.23. Failure to Deliver:** In the event of failure of the Offeror to deliver services in accordance with the contract terms and conditions, the Owner, after due oral or written notice, may procure the services from other sources and hold the Offeror responsible for any costs



resulting in additional purchase and administrative services. This remedy shall be in addition to any other remedies that the Owner may have.

- 2.24. Failure to Enforce:** Failure by the Owner at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the Owner to enforce any provision at any time in accordance with its terms.
- 2.25. Force Majeure:** The Offeror shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the Offeror, unless otherwise specified in the contract.
- 2.26. Indemnification:** Offeror shall defend, indemnify and save harmless the Owner and all its officers, employees, insurers, and self-insurance pool, from and against all liability, suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Offeror, or of any Offeror's agent, employee, sub-contractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Offeror shall pay any judgment with cost which may be obtained against the Owner growing out of such injury or damages.
- 2.27. Independent Firm:** The Offeror shall be legally considered an Independent Firm and neither the Firm nor its employees shall, under any circumstances, be considered servants or agents of the Owner. The Owner shall be at no time legally responsible for any negligence or other wrongdoing by the Firm, its servants, or agents. The Owner shall not withhold from the contract payments to the Firm any federal or state unemployment taxes, federal or state income taxes, Social Security Tax or any other amounts for benefits to the Firm. Further, the Owner shall not provide to the Firm any insurance coverage or other benefits, including Workers' Compensation, normally provided by the Owner for its employees.
- 2.28. Nonconforming Terms and Conditions:** A proposal that includes terms and conditions that do not conform to the terms and conditions of this Request for Proposal is subject to rejection as non-responsive. The Owner reserves the right to permit the Offeror to withdraw nonconforming terms and conditions from its proposal prior to a determination by the Owner of non-responsiveness based on the submission of nonconforming terms and conditions.
- 2.29. Ownership:** All plans, prints, designs, concepts, etc., shall become the property of the Owner.
- 2.30. Oral Statements:** No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this document and/or resulting agreement. All modifications to this request and any agreement must be made in writing by the Owner.
- 2.31. Patents/Copyrights:** The Offeror agrees to protect the Owner from any claims involving infringements of patents and/or copyrights. In no event shall the Owner be liable to the

Offeror for any/all suits arising on the grounds of patent(s)/copyright(s) infringement. Patent/copyright infringement shall null and void any agreement resulting from response to this RFP.

- 2.32. Venue:** Any agreement as a result of responding to this RFP shall be deemed to have been made in, and shall be construed and interpreted in accordance with, the laws of the City of Grand Junction, Mesa County, Colorado.
- 2.33. Expenses:** Expenses incurred in preparation, submission and presentation of this RFP are the responsibility of the company and can not be charged to the Owner.
- 2.34. Sovereign Immunity:** The Owner specifically reserves its right to sovereign immunity pursuant to Colorado State Law as a defense to any action arising in conjunction to this agreement.
- 2.35. Public Funds/Non-Appropriation of Funds:** Funds for payment have been provided through the Owner's budget approved by the City Council/Board of County Commissioners for the stated fiscal year only. State of Colorado statutes prohibit the obligation and expenditure of public funds beyond the fiscal year for which a budget has been approved. Therefore, anticipated orders or other obligations that may arise past the end of the stated Owner's fiscal year shall be subject to budget approval. Any contract will be subject to and must contain a governmental non-appropriation of funds clause.
- 2.36. Collusion Clause:** Each Offeror by submitting a proposal certifies that it is not party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any and all proposals shall be rejected if there is evidence or reason for believing that collusion exists among the proposers. The Owner may or may not, at the discretion of the Owner Purchasing Representative, accept future proposals for the same service or commodities for participants in such collusion.
- 2.37. Gratuities:** The Firm certifies and agrees that no gratuities or kickbacks were paid in connection with this contract, nor were any fees, commissions, gifts or other considerations made contingent upon the award of this contract. If the Firm breaches or violates this warranty, the Owner may, at their discretion, terminate this contract without liability to the Owner.
- 2.38. Performance of the Contract:** The Owner reserves the right to enforce the performance of the contract in any manner prescribed by law or deemed to be in the best interest of the Owner in the event of breach or default of resulting contract award.
- 2.39. Benefit Claims:** The Owner shall not provide to the Offeror any insurance coverage or other benefits, including Worker's Compensation, normally provided by the Owner for its employees.
- 2.40. Default:** The Owner reserves the right to terminate the contract in the event the Firm fails to meet delivery or completion schedules, or otherwise perform in accordance with the accepted proposal. Breach of contract or default authorizes the Owner to purchase like services elsewhere and charge the full increase in cost to the defaulting Offeror.

**2.41. Multiple Offers:** If said proposer chooses to submit more than one offer, THE ALTERNATE OFFER must be clearly marked "Alternate Proposal". The Owner reserves the right to make award in the best interest of the Owner.

**2.42. Cooperative Purchasing:** Purchases as a result of this solicitation are primarily for the Owner. Other governmental entities may be extended the opportunity to utilize the resultant contract award with the agreement of the successful provider and the participating agencies. All participating entities will be required to abide by the specifications, terms, conditions and pricings established in this Proposal. The quantities furnished in this proposal document are for only the Owner. It does not include quantities for any other jurisdiction. The Owner will be responsible only for the award for our jurisdiction. Other participating entities will place their own awards on their respective Purchase Orders through their purchasing office or use their purchasing card for purchase/payment as authorized or agreed upon between the provider and the individual entity. The Owner accepts no liability for payment of orders placed by other participating jurisdictions that choose to piggy-back on our solicitation. Orders placed by participating jurisdictions under the terms of this solicitation will indicate their specific delivery and invoicing instructions.

**2.43. Definitions:**

2.43.1. "Offeror" and/or "Proposer" refers to the person or persons legally authorized by the Consultant to make an offer and/or submit a response (fee) proposal in response to the Owner's RFP.

2.43.2. The term "Services" includes all labor, materials, equipment, and/or services necessary to produce the requirements of the Contract Documents.

2.43.3. "Firm" is the person, organization, firm or consultant identified as such in the Agreement and is referred to throughout the Contract Documents. The term Firm means the Firm or his authorized representative. The Firm shall carefully study and compare the General Contract Conditions of the Contract, Specification and Drawings, Scope of Services, Addenda and Modifications and shall at once report to the Owner any error, inconsistency or omission he may discover. Firm shall not be liable to the Owner for any damage resulting from such errors, inconsistencies or omissions. The Firm shall not commence services without clarifying Drawings, Specifications, or Interpretations.

2.43.4. "Sub-Contractor is a person or organization who has a direct contract with the Firm to perform any of the services at the site. The term sub-Firm is referred to throughout the contract documents and means a sub-Firm or his authorized representative.

**2.44. Public Disclosure Record:** If the Proposer has knowledge of their employee(s) or sub-proposers having an immediate family relationship with an Owner employee or elected official, the proposer must provide the Purchasing Representative with the name(s) of these individuals. These individuals are required to file an acceptable "Public Disclosure Record", a statement of financial interest, before conducting business with the Owner.

**SECTION 3.0: INSURANCE REQUIREMENTS**

**3.1 Insurance Requirements:** The selected Firm agrees to procure and maintain, at its own cost, policy(s) of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. Such insurance shall be in addition to any other insurance requirements imposed by this Contract or by law. The Firm shall not be relieved of any liability, claims, demands, or other obligations assumed pursuant to this Section by reason of its failure to procure or maintain insurance in sufficient amounts, durations, or types.

Firm shall procure and maintain and, if applicable, shall cause any Sub-Contractor of the Firm to procure and maintain insurance coverage listed below. Such coverage shall be procured and maintained with forms and insurers acceptable to The Owner. All coverage shall be continuously maintained to cover all liability, claims, demands, and other obligations assumed by the Firm pursuant to this Section. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage. Minimum coverage limits shall be as indicated below unless specified otherwise in the Special Conditions:

(a) Worker Compensation insurance to cover obligations imposed by applicable laws for any employee engaged in the performance of services under this Contract, and Employers' Liability insurance with minimum limits of:

ONE MILLION DOLLARS (\$1,000,000) each accident,  
ONE MILLION DOLLARS (\$1,000,000) disease - policy limit, and  
ONE MILLION DOLLARS (\$1,000,000) disease - each employee

(b) General Liability insurance with minimum combined single limits of:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) per job aggregate.

The policy shall be applicable to all premises, products and completed operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, products, and completed operations. The policy shall include coverage for explosion, collapse, and underground (XCU) hazards. The policy shall contain a severability of interests provision.

(c) Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than:

ONE MILLION DOLLARS (\$1,000,000) each occurrence and  
ONE MILLION DOLLARS (\$1,000,000) aggregate

This policy shall provide coverage to protect the Firm against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

(d) Professional Liability Insurance policy with a minimum of:

ONE MILLION DOLLARS (\$1,000,000) per claim

This policy shall provide coverage to protect the Firm against liability incurred as a result of the professional services performed as a result of responding to this Solicitation.

With respect to each of Consultant's owned, hired, or non-owned vehicles assigned to be used in performance of the Services. The policy shall contain a severability of interests provision.

- 3.2 Additional Insured Endorsement:** The policies required by paragraphs (b), and (c) above shall be endorsed to include the Owner and the Owner's officers and employees as additional insureds. Every policy required above shall be primary insurance, and any insurance carried by the Owner, its officers, or its employees, or carried by or provided through any insurance pool of the Owner, shall be excess and not contributory insurance to that provided by Firm. The Firm shall be solely responsible for any deductible losses under any policy required above.

#### **SECTION 4.0: SPECIFICATIONS/SCOPE OF SERVICES**

- 4.1. General/Background:** DHS currently provides a foster, kinship, and adoptive care training program which is designed to prepare all providers and applicants to care for children placed through DHS. The program meets all state requirements for persons to become either kinship caregivers or certified foster and adoptive caregivers. In order to increase the number of homes available to children in need of a safe place to live and to improve the support that is provided to the homes that welcome our children, DHS is searching for a community partner to offer the following services, as described here in.

**Non-Mandatory Pre-Proposal Meeting:** A non-mandatory pre-proposal meeting is recommended for all prospective offerors. The purpose of this visit will be to inspect and to clarify the contents of this Request for Proposal (RFP). Meeting location shall be at the Mesa County Department of Human Services, Room #1060 located at 510 29 ½ Road, Grand Junction, CO on April 25, 2016 at 3:00pm.

- 4.2. Scope of Services:** A successful partner in this effort would assist this program in the following ways:

- Recruit foster care families to participate in the DHS training program (special attention will be paid to recruit homes with the propensity to foster special needs children, high needs children, and delinquent children)
- Recruit volunteers to support kinship homes and act as a Kinship Coordinator for those volunteers
- Coordinate support for foster care families and kinship homes (Support includes, but is not limited to physical needs, respite care, and community service referrals.)
- Perform background checks on potential foster care families
- Perform Home Studies for potential foster care families
- Assist DHS trainers in completing training for foster care families

- Facilitate continual support groups for foster care and kinship families
- Perform positive public relations for the program by utilizing available free media. This could include social media, print and television news submissions, public presentations, and sharing positive examples of the program with the public through a variety of means.

A successful partner in regards to these services will keep open lines of communication between themselves and DHS and understands that DHS is not contracting any of their mandates to determine child placement. A successful partner will be included on Colorado's Approved Adoption Home Study Vendor List. If you are not currently on the list, please indicate what steps have been taken in order to be included on that list. Please estimate the amount of time you would spend per month providing these services.

#### 4.3. Special Conditions & Provisions:

**4.3.1 Relationship of Parties:** The Firm shall perform its duties hereunder as an independent Firm and not as the Board, nor Mesa County employee. Neither the Firm nor any employee or agent of the Firm shall be, or shall be deemed to be, an employee or agent of the Board or Mesa County. The Firm shall pay when due all required employment taxes and income tax and local head tax on any monies paid pursuant to this Contract. The Firm acknowledges that the Firm and its employees are not entitled to unemployment insurance benefits unless the Firm or a Third Party provides such coverage and that the Board does not pay for or otherwise provide such coverage. The Firm shall have no authorization, either express or implied, to bind the Board or Mesa County to any contracts, liability, or understanding except as expressly set forth herein. The Firm shall provide and keep in force workers' compensation insurance coverage (and show proof of such insurance coverage) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Firm, its employees and agents.

Contained in this Contract are various terms, such as "partners" or "partnership". However, the parties are not legally "partners" to the extent that term encompasses joint and several liabilities, and anywhere the word partner is used in this Contract or Attachments is not intended to be as a legal "partner". Each party under this Contract is responsible for its own employees, representative, agents, and sub-contractors, and will indemnify and hold harmless every other party for any and all damages caused by the acts or omissions of its employees, representatives, agents or sub-contractors. It is understood that the parties subject to the Governmental Immunities Act do not intend to waive any defense a party may have under or pursuant to the Colorado Governmental Immunities Act, and any party subject to the Act may raise any defense pursuant to the Act.

**4.3.2 Availability of Funds:** Both parties agree that payments pursuant to this Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the Board may terminate this Contract immediately without further liability. See Section 2.35 Public Funds/Non-Appropriation of Funds.

**4.3.3 Termination for Cause:** If, through any cause, Firm shall fail to fulfill, in a timely and proper manner, its obligations under this Contract, or if the contractor shall violate any of the covenants, agreements or stipulations of this Contract, the Board shall thereupon have the right to terminate this Contract for cause by giving written notice to Firm of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate.

Notwithstanding the above, Firm shall not be relieved of liability to the Board or Mesa County for any damages sustained by the Board or Mesa County by virtue of any breach of the Contract by Firm, and the Board may withhold any payment to Firm for the purposes of mitigating its damages until such time as the exact amount of damages due to the Board from the Firm is determined. If after such termination it is determined, for any reason, that Firm was not in default, or that Firm's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the Contract had been terminated for convenience, as described herein.

**4.3.4 Termination for Convenience:** Both parties reserve the right, regardless of satisfactory or non-satisfactory performance hereunder, to terminate this Contract without liability by giving written notice of such termination to the other party. A written notice to terminate must be delivered to the other party thirty (30) days prior to the date of final service delivery. In the event of such termination, Firm shall be paid for all satisfactory work accomplished pursuant to this Contract. Any final settlement of compensation shall take into full consideration all work which has been properly performed by Firm and all payments which have or have not been made.

**4.3.5 Sixty-Day Extension:** The Board, at its sole discretion, upon written notice to Contractor, may unilaterally extend the term of this Contract for a period not to exceed 60 days if the Parties desire to continue the services and a replacement Contract has not been fully executed by the expiration of any initial term or renewal term. The provisions of this Contract in effect when such notice is given, including, but not limited to, prices, rates and delivery requirements, shall remain in effect during the two month extension. The two month extension shall immediately terminate when and if a replacement contract is approved and signed by the Mesa County Board of Human Services or an authorized designee, or at the end of 60 days, whichever is earlier.

**4.3.6 Immediate Termination:** This Contract is subject to immediate termination by the Board in the event the Board determines that the health, safety or welfare of persons receiving services may be in jeopardy. Additionally, the Board may immediately terminate this Contract upon verifying that Firm has engaged in or is about to participate in fraudulent acts.

**4.3.7** Upon termination of this Contract, regardless of the cause of the termination, all finished or unfinished documents, data, studies, surveys, reports or other material prepared by Firm under this Contract shall, at the option of the Board, become Board property, and the Firm shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. Firm shall be obligated to return any payment advanced under the provisions of this Contract.

**4.3.8 Information Security:** Firm shall have in place an information security plan to provide security for the communication and information resources that support the operations and assets of that agency, such as physical access controls, log-in and password requirements, and access credentials. The contractor shall have adequate security for communication and information resources.

**4.3.9 Emergency Management:** Firm shall have in place a plan to insure employees have a safe workplace, including taking steps to be prepared to deal with any potential emergencies or disasters that might impact the workplace. Short term losses may include physical damages to premises and contents in addition to revenue loss due to interrupted services, and loss of wages for temporarily displaced employees.

**4.3.10 Financial Audit:** The Board, or its designee, may, at reasonable times, during the term of this contract or for two years after its termination or expiration, audit Firm's books with regard to this contract, and Firm shall retain its books and records for the required period.

**4.3.11 Safety:** Precautions shall be exercised at all times for the protection of all persons (including Board and Mesa County employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. Firm and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State or Local Statutes, rules or regulations. Firm and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.

**4.3.12** Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be deemed to be, and is, covered by the contract.

**4.3.13 Exclusivity:** This is not an exclusive contract. The Board may, at its sole discretion, contract with other entities for work similar to that to be performed by Firm hereunder. Firm may contract to perform similar work for others, and is not expected to work exclusively for the Board.

**4.3.14 Conflict Resolution:** This contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder that cannot be settled between the parties shall be in the District Court of the County of Mesa, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court shall enter judgment in favor of the prevailing party for costs and reasonable attorneys' fees.

**4.3.15 Confidentiality of Information:** Firm agrees that any information received during any furtherance of the obligations hereunder will be treated as confidential and will not be revealed to other persons, firms or organizations, unless required by statute or other law, subpoenaed, released or further required for treatment.



**4.3.16 Legal Authority:** Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by procedures, by-laws and/or applicable law to exercise that authority, and to lawfully authorize the undersigned signatory to execute this contract and to bind Firm to its terms.

**4.3.17 Inspection and Acceptance:** The Board reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Firm under this contract. The right of inspection reserved in the Board is for protection of the Board in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve Firm from responsibility for selecting appropriate means of fulfilling its obligations hereunder.

**4.3.18 Indemnification:** Firm shall, to the extent allowed by law, indemnify and hold harmless the Board, Mesa County, Colorado Department of Human Services and the State of Colorado, their agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of actions of every kind and character, in connection with, directly or indirectly, this Contract, whether or not it shall be alleged or determined that the harm was caused through or by the Firm or subcontractor, if any, or their respective employees and agents, or a party indemnified hereunder. Firm further agrees that its obligations to the Board under this paragraph include claims against the Board, Mesa County, Colorado Department of Human Services or State of Colorado by Contractor's employees whether or not such claim is covered by workers compensation. Firm expressly understands and agrees that any insurance or bond protection required by this Contract, or otherwise provided by Firm, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board, Mesa County, Colorado Department of Human Services, their agents, officials, and employees as herein provided, and such obligation exists even if the claim is fraudulent or groundless.

**4.3.19 Severability:** To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision of the contract or its attachments be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision herein.

**4.3.20 Modification and Amendment:** This contract is subject to such modifications and/or amendments as may be necessary. No modification or amendment to this contract shall be effective unless agreed to in writing by both parties.

**4.3.21 Conformance with Law:** Firm shall at all times during the performance period strictly adhere to all applicable federal and state laws and implementing regulations as they currently exist and may hereafter be amended. Firm shall also require compliance with these statutes and regulations in subcontract and subgrant agreements, if any, permitted under this Contract. Without limitation, these federal and state laws and regulations include:

- Age Discrimination Act of 1975, 42 USC Sections 6101 et seq and its implementing regulation, 45 CFR Part 91;
- Age Discrimination in Employment Act of 1967, 29 USC 621-634;

- Americans with Disabilities Act of 1990 (ADA), 42 USC 12101 et seq;
- Drug Free Workplace Act of 1988, 41 USC 701 et seq;
- Equal Pay Act of 1963, 29 USC 206(d);
- Immigration Reform and Control Act of 1986, 8 USC 1324b;
- Pro-Children Act of 1994, 20 USC 6081 et seq;
- Section 504 of the Rehabilitation Act of 1973, 29 USC 794, as amended, and implementing regulation 45 CFR Part 84;
- Titles VI and VII of the Civil Rights Act of 1964, 42 USC 2000d and e;
- Title IX of the Education Amendments of 1972, 20 USC 1681 et seq;
- Section 24-34-302, et seq, Colorado Revised Statutes 1993, as amended;
- The “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common Rule), at 49 CFR, Part 18;
- Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever are applicable;
- The Hatch Act (5 USC 1501-1508 and PL 95-454 Section 4728). These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs;
- Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law 104-191 codified at 45 CFR 160-164, if applicable;
- Personal Responsibility and Work Opportunity reconciliation Act of 1996, if applicable;
- Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law 104-191 codified at 45 CFR 160-164, if applicable;
- Personal Responsibility and Work Opportunity reconciliation Act of 1996, if applicable.

**4.3.22 Non-discrimination:** Firm shall not discriminate against any person on the basis of race, color, national origin, age, sex, religion and disability, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions, in performance of work and provision of services under this Contract.

**4.3.23** The Firm assures that where activities supported by this Contract produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature, the Board has the right to use, duplicate and disclose, in whole or in part in any manner for any purpose whatsoever and authorize others to do so. If the material or invention is copyrightable, the Firm may copyright such, but the Board reserves royalty-free non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.

**4.3.24** The Firm certifies that the Firm shall comply with the provision of CRS 8-17.5-101 et seq. The Firm shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Firm the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Firm represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(b). The Firm shall comply with all reasonable requests made in the course of an investigation under C.R 8-17.5-102 by the Colorado Department of Labor and Employment. If the Firm fails to comply with any requirement of

this provision or CRS 8-17.5-101 et seq., the County may terminate this contract for breach and the Firm shall be liable for actual and consequential damages to the County.

A Firm that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Firm (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Firm that received federal or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

**4.3.25** By their proposal response to this solicitation, the Firm agrees to provide, comply with, and, if applicable, execute the certifications set forth in Appendix A - Notification of Immigration Compliance Requirements and Certification by Firm, incorporated herein by reference and attached hereto. See Attached.

**4.3.26 Survivability:** Paragraph 4.2.16 and 4.2.19 and Appendix B Paragraphs 2, 4, 6, 7, 8, 9, 10, 15 and 16 shall survive any termination of the Contract. See Attached.

**4.3.27 Contract Renewal Options:** Owner reserves the right to renew the contract for this project, if it is determined to be in the Owner's best interest. Owner, at its option, may renew the contract for up to four (4) additional, one year renewal periods.

**4.3.28 Sample Contract:** See the attached Sample Contract for this process.

#### **4.4. RFP Tentative Time Schedule:**

- |  |                       |
|--|-----------------------|
| • Request for Proposal available                 | April 14, 2016        |
| • Non-Mandatory Pre-Proposal Meeting             | April 25, 2016        |
| • Inquiry deadline, no questions after this date | April 29, 2016        |
| • Addendum Posted                                | May 2, 2016           |
| • Submittal deadline for proposals               | May 12, 2016          |
| • Owner evaluation of proposals                  | May 13-20, 2016       |
| • Interviews (if required)                       | May 25, 2016          |
| • Final selection                                | May 26, 2016          |
| • Negotiations (if required)                     | May 31 – June 3, 2016 |
| • Board of County Commissioners Approval         | June 20, 2016         |
| • City Contract execution                        | June 20, 2016         |
| • Services begins no later than                  | July 1, 2016          |

#### **4.5. Questions Regarding Scope of Services:**

Duane Hoff Jr., Senior Buyer  
[duaneh@gjcity.org](mailto:duaneh@gjcity.org)

## SECTION 5.0: PREPARATION AND SUBMITTAL OF PROPOSALS

**Submission:** Each proposal shall be submitted in electronic format only, and only through the Rocky Mountain E-Purchasing website (<https://www.rockymountainbidsystem.com/default.asp>). This site offers both “free” and “paying” registration options that allow for full access of the Owner’s documents and for electronic submission of proposals. (Note: “free” registration may take up to 24 hours to process. Please Plan accordingly.) Please view our “**Electronic Vendor Registration Guide**” at <http://www.gjcity.org/BidOpenings.aspx> for details. (Purchasing Representative does not have access or control of the vendor side of RMEPS. If website or other problems arise during response submission, vendor **MUST** contact RMEPS to resolve issue prior to the response deadline **800-835-4603**). For proper comparison and evaluation, the City requests that proposals be formatted as directed in Section 5.0 “Preparation and Submittal of Proposals.” Offerors are required to indicate their interest in this Project, show their specific experience and address their capability to perform the Scope of Services in the Time Schedule as set forth herein. For proper comparison and evaluation, the Owner requires that proposals be formatted **A to G**:

- A. Cover Letter:** Cover letter shall be provided which explains the Firm’s interest in the project. The letter shall contain the name/address/phone number/email of the person who will serve as the firm’s principal contact person with Owner’s Contract Administrator and shall identify individual(s) who will be authorized to make presentations on behalf of the firm. The statement shall bear the signature of the person having proper authority to make formal commitments on behalf of the firm. By submitting a response to this solicitation the Firm agrees to all requirements herein.
- B. Qualifications/Experience/Credentials:** Proposers shall provide their qualifications for consideration as a contract provider to the City of Grand Junction/Mesa County and include prior experience in similar projects.
- C. Strategy and Implementation Plan:** Describe your (the firm’s) interpretation of the Owner’s objectives with regard to this RFP. Describe the proposed strategy and/or plan for achieving the objectives of this RFP. The Firm may utilize a written narrative or any other printed technique to demonstrate their ability to satisfy the Scope of Services. The narrative should describe a logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described and the RFP objectives are accomplished. Include a **time schedule** for completion of your firm’s implementation plan and an estimate of time commitments from Owner staff.
- D. References:** A minimum of three (3) **references** with name, address, telephone number, and email address that can attest to your experience in projects of similar scope and size.
- E. Solicitation Response Form:** Proposer shall complete and submit the attached Solicitation Response Form with their proposal.
- F. Fees:** Proposer shall submit a complete list of fees and/or costs as per Section 4 Scope of Services.

- G. Additional Data (optional):** Provide any additional information that will aid in evaluation of your qualifications with respect to this project.

## SECTION 6.0: EVALUATION CRITERIA AND FACTORS

- 6.1 Evaluation:** An evaluation team shall review all responses and select the proposal or proposals that best demonstrate the capability in all aspects to perform the scope of services and possess the integrity and reliability that will ensure good faith performance.
- 6.2 Intent:** Only respondents who meet the qualification criteria will be considered. Therefore, it is imperative that the submitted proposal clearly indicate the firm's ability to provide the services described herein.

Submittal evaluations will be done in accordance with the criteria and procedure defined herein. The Owner reserves the right to reject any and all portions of proposals and take into consideration past performance. The following parameters will be used to evaluate the submittals (in no particular order of priority):

- Responsiveness of submittal to the RFP
- Understanding of the project and the objectives
- Experience
- Necessary resources
- Strategy & Implementation Plan
- Required skills
- References
- Fees

Owner also reserves the right to take into consideration past performance of previous awards/contracts with the Owner of any vendor, Firm, supplier, or service provider in determining final award(s).

The Owner will undertake negotiations with the top rated firm and will not negotiate with lower rated firms unless negotiations with higher rated firms have been unsuccessful and terminated.

- 6.3 Oral Interviews:** The Owner may invite the most qualified rated proposers to participate in oral interviews.
- 6.4 Award:** Firms shall be ranked or disqualified based on the criteria listed in Section 6.2. The Owner reserves the right to consider all of the information submitted and/or oral presentations, if required, in selecting the project Firm.

**SECTION 7.0: SOLICITATION RESPONSE FORM**

**RFP-4217-16-DH Foster Care Retention & Recruitment for Mesa County Department of Human Services**

*Offeror must submit entire Form completed, dated and signed.*

-----  
*The Owner reserves the right to accept any portion of the services to be performed at its discretion*  
-----

The undersigned has thoroughly examined the entire Request for Proposals and therefore submits the proposal and schedule of fees and services attached hereto.

This offer is firm and irrevocable for sixty (90) days after the time and date set for receipt of proposals.

The undersigned Offeror agrees to provide services and products in accordance with the terms and conditions contained in this Request for Proposal and as described in the Offeror's proposal attached hereto; as accepted by the Owner.

Prices in the proposal have not knowingly been disclosed with another provider and will not be prior to award.

- Prices in this proposal have been arrived at independently, without consultation, communication or agreement for the purpose of restricting competition.
- No attempt has been made nor will be to induce any other person or firm to submit a proposal for the purpose of restricting competition.
- The individual signing this proposal certifies they are a legal agent of the offeror, authorized to represent the offeror and is legally responsible for the offer with regard to supporting documentation and prices provided.
- Direct purchases by the City of Grand Junction are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-903544. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Direct purchases by Mesa County are tax exempt from Colorado Sales or Use Tax. Tax exempt No. 98-04241. The undersigned certifies that no Federal, State, County or Municipal tax will be added to the above quoted prices.
- Prompt payment discount of \_\_\_\_\_ percent of the net dollar will be offered to the Owner if the invoice is paid within \_\_\_\_\_ days after the receipt of the invoice. Payment Terms \_\_\_\_\_.

RECEIPT OF ADDENDA: the undersigned Firm acknowledges receipt of Addenda to the Solicitation, Specifications, and other Contract Documents.

State number of Addenda received: \_\_\_\_\_.

It is the responsibility of the Proposer to ensure all Addenda have been received and acknowledged.

\_\_\_\_\_  
Company Name – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent – (Typed or Printed)

\_\_\_\_\_  
Authorized Agent Signature

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Address of Offeror

\_\_\_\_\_  
E-mail Address of Agent

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Date

# Contract

between

Mesa County Department of Human Services  
and  
**CONTRACTOR**

This Contract is entered into by the Mesa County Board of Human Services (Board) and **CONTRACTOR** (Contractor and/or Provider).

## Purpose of the Contract

WHEREAS, Department and Contractor agree that Mesa County residents can best be served through a cooperative and collaborative approach to service delivery which eliminates duplication and assures the correct level, intensity and duration of service is provided to meet the identified needs of eligible children and their families and,

WHEREAS, this Contract provides the program direction, funding and accountability measures to ensure that quality services are provided,

NOW THEREFORE, in consideration of the mutually shared goal, the parties agree to the following:

- 1 Scope of Work: Contractor agrees to provide the services and abide by the stipulations set forth in Attachments A, attached hereto and incorporated herein.
- 2 Payment: Both parties agree to the terms set forth in the payment sections of Attachment B attached hereto and incorporated herein. Both parties agree the terms and conditions of this Contract continue for the entire performance period, unless earlier terminated per Contract paragraphs five (5), nine (9), ten (10), or twelve (12) regardless of when payment caps provided herein are reached.
- 3 Performance Period: The term of this Contract shall be from July 1, 2016 through June 30, 2017.
- 4 Relationship of Parties: The Contractor shall perform its duties hereunder as an independent contractor and not as the Department, nor Mesa County employee. Neither the Contractor nor any employee or agent of the Contractor shall be, or shall be deemed to be, an employee or agent of the Department or Mesa County. The Contractor shall pay when due all required employment taxes and income tax and local head tax on any monies paid pursuant to this Contract. The Contractor acknowledges that the Contractor and its employees are not entitled to unemployment insurance benefits unless the Contractor or a Third Party provides such coverage and that the Department does not pay for or otherwise provide such coverage. The Contractor shall have no authorization,

either express or implied, to bind the Department or Mesa County to any contracts, liability, or understanding except as expressly set forth herein. The Contractor shall provide and keep in force workers' compensation insurance coverage (and show proof of such insurance coverage) and unemployment compensation insurance in the amounts required by law, and shall be solely responsible for the acts of the Contractor, its employees and agents.

Contained in this Contract are various terms, such as "partners" or "partnership". However, the parties are not legally "partners" to the extent that term encompasses joint and several liabilities, and anywhere the word partner is used in this Contract or Attachments is not intended to be as a legal "partner". Each party under this Contract is responsible for its own employees, representative, agents, and subcontractors, and will indemnify and hold harmless every other party for any and all damages caused by the acts or omissions of its employees, representatives, agents or subcontractors. It is understood that the parties subject to the Governmental Immunities Act do not intend to waive any defense a party may have under or pursuant to the Colorado Governmental Immunities Act, and any party subject to the Act may raise any defense pursuant to the Act.

5 Availability of Funds: Both parties agree that payments pursuant to this Contract are subject to and contingent upon the continuing availability of funds for the purposes herein. If such funds become unavailable, the Department may terminate this Contract immediately without further liability.

6 Contract Administrators: The following individuals will act as Contract administrators for the term of the Contract:

Department:

Division of Child Welfare Services; Division Director (currently Jill Calvert)  
Contract Manager (currently Sara Tourney)  
Mesa County Department of Human Services  
P.O. Box 20000  
Grand Junction, CO 81502 - 5035  
970-248-2447 (Calvert)  
970-248-2831 (Tourney)

Contractor:

NAME (TITLE)  
CONTRACTOR  
ADDRESS  
PHONE

7 Standard Terms and Conditions: Both parties are bound by the language in Attachment D - Standard Terms and Conditions, attached hereto and incorporated herein.

8 Insurance Requirements: Contractor shall provide the insurance bonds and indemnities



required in Attachment C – Insurance Requirements, attached hereto and incorporated herein. Contractor understands it is responsible to provide proof of the same level of insurance for any subcontractors.

- 9 Termination for Cause: If, through any cause, Contractor shall fail to fulfill, in a timely and proper manner, its obligations under this Contract, or if the contractor shall violate any of the covenants, agreements or stipulations of this Contract, the Department shall thereupon have the right to terminate this Contract for cause by giving written notice to Contractor of its intent to terminate and at least ten (10) days opportunity to cure the default or show cause why termination is otherwise not appropriate.

Notwithstanding the above, Contractor shall not be relieved of liability to the Department or Mesa County for any damages sustained by the Department or Mesa County by virtue of any breach of the Contract by Contractor, and the Department may withhold any payment to Contractor for the purposes of mitigating its damages until such time as the exact amount of damages due to the Department from the Contractor is determined. If after such termination it is determined, for any reason, that Contractor was not in default, or that Contractor's action/inaction was excusable, such termination shall be treated as a termination for convenience, and the rights and obligations of the parties shall be the same as if the Contract had been terminated for convenience, as described herein.

- 10 Termination for Convenience: Both parties reserve the right, regardless of satisfactory or non-satisfactory performance hereunder, to terminate this Contract without liability by giving written notice of such termination to the other party. A written notice to terminate must be delivered to the other party thirty (30) days prior to the date of final service delivery. In the event of such termination, Contractor shall be paid for all satisfactory work accomplished pursuant to this Contract. Any final settlement of compensation shall take into full consideration all work which has been properly performed by Contractor and all payments which have or have not been made.

- 11 Sixty-Day Extension: The Department, at its sole discretion, upon written notice to Contractor, may unilaterally extend the term of this Contract for a period not to exceed 60 days if the Parties desire to continue the services and a replacement Contract has not been fully executed by the expiration of any initial term or renewal term. The provisions of this Contract in effect when such notice is given, including, but not limited to, prices, rates and delivery requirements, shall remain in effect during the two month extension. The two month extension shall immediately terminate when and if a replacement contract is approved and signed by the Mesa County Department of Human Services or an authorized designee, or at the end of 60 days, whichever is earlier.

- 12 Immediate Termination: This Contract is subject to immediate termination by the Department in the event the Department determines that the health, safety or welfare of persons receiving services may be in jeopardy. Additionally, the Department may immediately terminate this Contract upon verifying that Contractor has engaged in or is about to participate in fraudulent acts.

- 13 Upon termination of this Contract, regardless of the cause of the termination, all finished or unfinished documents, data, studies, surveys, reports or other material prepared by Contractor under this Contract shall, at the option of the Department, become Department property, and the Contractor shall be entitled to receive just and equitable compensation for any services and supplies delivered and accepted. Contractor shall be obligated to return any payment advanced under the provisions of this Contract.
- 14 Information Security: Contractor shall have in place an information security plan to provide security for the communication and information resources that support the operations and assets of that agency, such as physical access controls, log-in and password requirements, and access credentials. The contractor shall have adequate security for communication and information resources.
- 15 Emergency Management: Contractor shall have in place a plan to insure employees have a safe workplace, including taking steps to be prepared to deal with any potential emergencies or disasters that might impact the workplace. Short term losses may include physical damages to premises and contents in addition to revenue loss due to interrupted services, and loss of wages for temporarily displaced employees.

**THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT**

\*Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the County is relying on their representations to that effect.

MESA COUNTY

CONTRACTOR

By _____ Title _____
Signature _____ Date _____ Authority Up to \$24,999
By _____ Title _____
Signature _____ Date _____ Authority Up to \$49,999
By _____ Title _____
Signature _____ Date _____ Authority Over \$49,999

By _____ Title _____
Signature _____ Date _____

# ATTACHMENT A

## Scope of Work

The Department currently provides a foster, kinship, and adoptive care training program which is designed to prepare all providers and applicants to care for children placed through the Department. The program meets all state requirements for persons to become either kinship caregivers or certified foster and adoptive caregivers. In order to increase the number of homes available to children in need of a safe place to live and to improve the support that is provided to the homes that welcome our children, the Contractor will offer the following services.

- Recruit foster care families to participate in the DHS training program (special attention will be paid to recruit homes with the propensity to foster special needs children, high needs children, and delinquent children)
- Recruit volunteers to support kinship homes and act as a Kinship Coordinator for those volunteers
- Coordinate support for foster care families and kinship homes (Support includes, but is not limited to physical needs, respite care, and community service referrals.)
- Perform background checks on potential foster care families
- Perform Home Studies for potential foster care families
- Assist DHS trainers in completing training for foster care families
- Facilitate continual support groups for foster care and kinship families
- Perform positive public relations for the program by utilizing available free media. This could include social media, print and television news submissions, public presentations, and sharing positive examples of the program with the public through a variety of means.

A successful partner in regards to these services will keep open lines of communication between themselves and the Department and understands that the Department is not contracting any of their mandates to determine child placement.

# ATTACHMENT B

## Payment Schedule

Total contract shall not exceed \$XXXXXX.

Payments shall be processed monthly upon approval of an invoice by the Board's Contract Administrator.

# ATTACHMENT C

## Insurance Requirements

1. Contractor agrees to procure and maintain, at its own cost, a policy or policies of insurance/bonds sufficient to insure against all obligations assumed by Contractor pursuant to this agreement and shall not start work under this agreement until such insurance coverage has been obtained and approved in writing by the Department's Contract Administrator.
2. Contractor shall require all subcontractors and sub-subcontractors to maintain during the term of this agreement insurance in the same manner as specified for Contractor. Contractor shall furnish subcontractors' and sub-subcontractor certificates of insurance to the Department, with a copy to the Department's Contract Administrator, immediately upon request.
3. All insurance policies required hereunder shall include a written thirty (30) day notification of cancellation. In that notice the Department and the Department's Contract Administrator will be notified of any material changes in the insurance policy(s) such as; cancellation, non-renewal, or reduction in coverage or alteration of coverage.
4. Nothing herein shall be deemed or construed as a waiver of any of the protections to which the Department or Mesa County shall be entitled pursuant to the Colorado Government Immunity Act, sections 24-10-101, et seq., C.R.S., as amended.
5. All required insurance coverage must be acquired from insurers authorized to conduct business in the State of Colorado and acceptable to the Department and Mesa County. The insurers must also have policyholders' rating of "A-" or better and financial class size of "Class VII" or better in the latest edition of Best's Insurance Reports, unless the Department grants specific approval for an exception.
6. Contractor shall procure and continuously maintain the minimum insurance coverage listed below and additional coverage as may apply, with forms and insurers acceptable to the Department. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
7. The policies for Commercial General Liability and Comprehensive Automobile Liability shall be endorsed to specify; "Mesa County Department of Human Services, and Mesa County, their officers, officials, employees and volunteers as INSUREDS, as respects liability, on behalf of Contractor, arising out of this Contract."
8. All certificates of insurance are to be submitted on standard "ACCORD 25-S"

form.

9. Items listed below, which have been marked with an "X" are required of Contractor by the Department as a condition of this Contract. Contractor initial, placed by the corresponding "X", shall acknowledge the Contractor compliance in meeting the specific insurance requirement(s).

Your

Initial X

— X COMMERCIAL GENERAL LIABILITY, "occurrence form," with minimum limits of ONE MILLION (\$1,000,000) combined single limit, per occurrence for bodily injury, personal injury and property damage. In addition Contractor must either:

- 1) Agree to provide certificates of insurance evidencing the above coverage for a period of two years after the final payment for the contract

Or

- 2) Purchase an extended (minimum two years) reporting period endorsement for the policy or policies in force during the term of this contract and evidence the purchase of this extended reporting period endorsement by means of a certificate of insurance or a copy of the endorsement itself.

— — WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY Including Occupations Disease Coverage in accordance with scope and limits as required by the State of Colorado.

— — COMPREHENSIVE AUTOMOBILE LIABILITY insurance with minimum limits for bodily injury and property damage of not less than ONE MILLION (\$1,000,000) combined single limit per accident.

— X PROFESSIONAL LIABILITY INSURANCE with an endorsement for work under this Agreement, and coverage of no less than ONE MILLION (\$1,000,000) per claim, and ONE MILLION (\$1,000,000) aggregate.

— — EXCESS LIABILITY/UMBRELLA INSURANCE with a limit no less than ONE MILLION (\$1,000,000) per occurrence/ONE MILLION (\$1,000,000) aggregate, and coverage at least as broad as the primary Commercial General Liability policy.

— — Due to the nature and scope of the services to be provided under this Contract, additional insurance is required. If this is marked, the description of additional required insurance will be included and referred to as "EXHIBIT E."

# ATTACHMENT D

## Standard Terms and Conditions

1. Scope of Contract: Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be deemed to be, and is, covered by this contract.
2. Safety: Precautions shall be exercised at all times for the protection of all persons (including Department and Mesa County employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State or Local Statutes, rules or regulations. Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.
3. Subcontractors: This is a personal services contract on the part of Contractor. This Contract may not be assigned or subcontracted without the prior express written consent of the Department and any attempt to assign this contract without the prior express written consent of the Department shall render the contract null and void with respect to the attempted assignee.
4. Financial Audit: The Department, or its designee, may, at reasonable times, during the term of this contract or for five years after its termination or expiration, audit Contractor's books with regard to this contract, and Contractor shall retain its books and records for the required period.
5. Exclusivity: This is not an exclusive contract. The Department may, at its sole discretion, contract with other entities for work similar to that to be performed by Contractor hereunder. Contractor may contract to perform similar work for others, and is not expected to work exclusively for the Department.
6. Conflict Resolution: This contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder that cannot be settled between the parties shall be in the District Court of the County of Mesa, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court shall enter judgment in favor of the prevailing party for costs and reasonable attorneys' fees.
7. Confidentiality of Information: Contractor agrees that any information received during any furtherance of the obligations hereunder will be treated as confidential and will not be revealed to other persons, firms or organizations, unless required by statute or other law, subpoenaed, released or further required for treatment.



8. Legal Authority: Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by procedures, by-laws and/or applicable law to exercise that authority, and to lawfully authorize the undersigned signatory to execute this contract and to bind Contractor to its terms.
9. Inspection and Acceptance: The Department reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Contractor under this contract. The right of inspection reserved in the Department is for protection of the Department in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve Contractor from responsibility for selecting appropriate means of fulfilling its obligations hereunder.
10. Indemnification: Contractor shall, to the extent allowed by law, indemnify and hold harmless the Department, Mesa County, Colorado Department of Human Services and the State of Colorado, their agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of actions of every kind and character, in connection with, directly or indirectly, this Contract, whether or not it shall be alleged or determined that the harm was caused through or by the Contractor or subcontractor, if any, or their respective employees and agents, or a party indemnified hereunder. Contractor further agrees that its obligations to the Department under this paragraph include claims against the Department, Mesa County, Colorado Department of Human Services or State of Colorado by Contractor's employees whether or not such claim is covered by workers compensation. Contractor expressly understands and agrees that any insurance or bond protection required by this Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend Mesa County, Colorado Department of Human Services, their agents, officials, and employees as herein provided, and such obligation exists even if the claim is fraudulent or groundless.
11. Force Majeure: Neither Contractor nor the Department shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means fire, explosion, action of the elements, interruption of transportation, rationing, court action, illegality, unusually severe weather, or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, could not have been prevented by the party affected.
12. Severability: To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision of the contract or its attachments be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision herein.

13. Modification and Amendment: This contract is subject to such modifications and/or amendments as may be necessary. No modification or amendment to this contract shall be effective unless agreed to in writing by both parties.
14. Survivability: Contract Paragraph 8 and 12 and Attachment E Paragraphs 2, 4, 6, 7, 8, 9, 10, 15 and 16 shall survive any termination of this Contract.
15. Conformance with Law: Contractor shall at all times during the performance period strictly adhere to all applicable federal and state laws and implementing regulations as they currently exist and may hereafter be amended. Contractor shall also require compliance with these statutes and regulations in subcontract and subgrant agreements, if any, permitted under this Contract. Without limitation, these federal and state laws and regulations include:
- Age Discrimination Act of 1975, 42 USC Sections 6101 et seq and its implementing regulation, 45 CFR Part 91;
  - Age Discrimination in Employment Act of 1967, 29 USC 621-634;
  - Americans with Disabilities Act of 1990 (ADA), 42 USC 12101 et seq;
  - Drug Free Workplace Act of 1988, 41 USC 701 et seq;
  - Equal Pay Act of 1963, 29 USC 206(d);
  - Immigration Reform and Control Act of 1986, 8 USC 1324b;
  - Pro-Children Act of 1994, 20 USC 6081 et seq;
  - Section 504 of the Rehabilitation Act of 1973, 29 USC 794, as amended, and implementing regulation 45 CFR Part 84;
  - Titles VI and VII of the Civil Rights Act of 1964, 42 USC 2000d and e;
  - Title IX of the Education Amendments of 1972, 20 USC 1681 et seq;
  - Section 24-34-302, et seq, Colorado Revised Statutes 1993, as amended;
  - The “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common Rule), at 49 CFR, Part 18;
  - Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever are applicable;
  - The Hatch Act (5 USC 1501-1508 and PL 95-454 Section 4728). These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs;
  - Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law 104-191 codified at 45 CFR 160-164, if applicable;
  - Personal Responsibility and Work Opportunity reconciliation Act of 1996, if applicable;
  - Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law 104-191 codified at 45 CFR 160-164, if applicable;
  - Personal Responsibility and Work Opportunity reconciliation Act of 1996, if applicable.
16. Non-discrimination: Contractor shall not discriminate against any person on the basis of race, color, national origin, age, sex, religion and disability, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions, in performance of work and provision of services under this Contract.

17. The Contractor assures that where activities supported by this Contract produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature, the Department has the right to use, duplicate and disclose, in whole or in part in any manner for any purpose whatsoever and authorize others to do so. If the material or invention is copyrightable, the Contractor may copyright such, but the Department reserves royalty-free non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.
18. This Contract constitutes the entire agreement between the parties, and no changes or modifications shall be effective unless reduced to writing and signed by the parties. The Contract shall be read as a whole, rather than each item being read separately.
19. The Contractor certifies that the Contractor shall comply with the provision of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under C.R. 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the County may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the County.

A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Contractor that received federal or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

20. By signing this Agreement, the Contractor agrees to provide, comply with, and, if applicable, execute the certifications set forth in Addendum A - Notification of Immigration Compliance Requirements and Certification by Contractor, incorporated herein by reference and attached hereto.

## **ADDENDUM A**

### **NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENTS AND CERTIFICATION BY CONTRACTOR**

Contractor acknowledges that Contractor has been notified of the immigration compliance requirements of C.R.S. § 8-17.5-101, et.seq. (House Bill 06-1343), and hereby CERTIFIES that:

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

2. 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 the public contract for services;

3. The Contractor has verified or attempted to verify through participation in the basic pilot program that the Contractor does not employ any illegal aliens and, if the Contractor is not accepted into the basic pilot program prior to entering into a public contract for services, that the Contractor shall apply to participate in the basic pilot program every three months until the Contractor is accepted or the public contract for services has been completed, whichever is earlier. This provision shall not be required or effective in a public contract for services if the basic pilot program is discontinued;

4. The Contractor acknowledges that the Contractor is prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed;

5. If the Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:

(A) Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(B) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (A) of this Section 5 the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

6. Contractor is required to comply with any reasonable request by the State Department of Labor and Employment ("Department" herein) made in the course of an

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

7. If Contractor violates a provision of the public contract for services required herein may terminate the contract for a breach of the contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

8. The County is obligated to notify the office of the secretary of state if a contractor violates a provision of this Addendum and the County terminates the contract for such breach. Based on this notification, the secretary of state shall maintain a list that includes the name of the Contractor, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A contractor shall be removed from the list if two years have passed since the date the contract was terminated, or if a court of competent jurisdiction determines that there has not been a violation of the provision of the public contract for services required pursuant to Section I. An agency or political subdivision shall notify the office of the secretary of state if a court has made such a determination. The list shall be available for public inspection at the office of the secretary of state and shall be published on the internet on the website maintained by the office of the secretary of state.

9. The Department may investigate whether a contractor is complying with the provisions of a public contract for services required pursuant to Section I. The Department may conduct on-site inspections where a public contract for services is being performed, request and review documentation that proves the citizenship of any person performing work on a public contract for services, or take any other reasonable steps that are necessary to determine whether a contractor is complying with the provisions of a public contract for services required pursuant to Section I. The Department shall receive complaints of suspected violations of a provision of a public contract for services (this Addendum) and shall have discretion to determine which complaints, if any, are to be investigated. The results of any investigation shall not constitute final agency action. The Contractor is hereby notified that the Department is authorized to promulgate rules in accordance with article 4 of title 24, C.R.S., to implement the provisions of C.R.S. § 8-17.5-101, et. seq.

## APENDIX A

# NOTIFICATION OF IMMIGRATION COMPLIANCE REQUIREMENTS AND CERTIFICATION BY FIRM

Contractor acknowledges that Contractor has been notified of the immigration compliance requirements of C.R.S. § 8-17.5-101, et.seq. (House Bill 06-1343), and hereby CERTIFIES that:

1. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under the public contract for services; or
2. 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 the public contract for services;
3. The Contractor has verified or attempted to verify through participation in the basic pilot program that the Contractor does not employ any illegal aliens and, if the Contractor is not accepted into the basic pilot program prior to entering into a public contract for services, that the Contractor shall apply to participate in the basic pilot program every three months until the Contractor is accepted or the public contract for services has been completed, whichever is earlier. This provision shall not be required or effective in a public contract for services if the basic pilot program is discontinued;
4. The Contractor acknowledges that the Contractor is prohibited from using basic pilot program procedures to undertake pre-employment screening of job applicants while the public contract for services is being performed;
5. If the Contractor obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall be required to:
  - (A) Notify the subcontractor and the contracting state agency or political subdivision within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - (B) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (A) of this Section 5 the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
6. Contractor is required to comply with any reasonable request by the State Department of Labor and Employment ("Department" herein) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

7. If Contractor violates a provision of the public contract for services required herein may terminate the contract for a breach of the contract. If the contract is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

8. The County is obligated to notify the office of the secretary of state if a contractor violates a provision of this Addendum and the County terminates the contract for such breach. Based on this notification, the secretary of state shall maintain a list that includes the name of the Contractor, the state agency or political subdivision that terminated the public contract for services, and the date of the termination. A contractor shall be removed from the list if two years have passed since the date the contract was terminated, or if a court of competent jurisdiction determines that there has not been a violation of the provision of the public contract for services required pursuant to Section I. An agency or political subdivision shall notify the office of the secretary of state if a court has made such a determination. The list shall be available for public inspection at the office of the secretary of state and shall be published on the internet on the website maintained by the office of the secretary of state.

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# APPENDIX B

## Standard Terms and Conditions

1. **Scope of Contract:** Any other work, materials, equipment or machinery not specifically described or expressly covered herein, but which is required or necessary to perform or complete the work which is contemplated, shall be deemed to be, and is, covered by this contract.
2. **Safety:** Precautions shall be exercised at all times for the protection of all persons (including Board and Mesa County employees) and property. The safety provisions of all applicable laws, regulations, and codes shall be observed. Hazards arising from the use of vehicles, machinery, and equipment shall be guarded or eliminated in accordance with the highest accepted standards of safety practice. Contractor and any subcontractors shall comply fully with all requirements of the Occupational Safety and Health Act, and any other pertinent Federal, State or Local Statutes, rules or regulations. Contractor and any subcontractors shall bear full responsibility for payment of any fines or other punishments resulting from violation of any such statutes, rules or regulations.
3. **Sub-Contractors:** This is a personal services contract on the part of Contractor. This Contract may not be assigned or subcontracted without the prior express written consent of the Board and any attempt to assign this contract without the prior express written consent of the Board shall render the contract null and void with respect to the attempted assignee.
4. **Financial Audit:** The Board, or its designee, may, at reasonable times, during the term of this contract or for two years after its termination or expiration, audit Contractor's books with regard to this contract, and Contractor shall retain its books and records for the required period.
5. **Exclusivity:** This is not an exclusive contract. The Board may, at its sole discretion, contract with other entities for work similar to that to be performed by Contractor hereunder. Contractor may contract to perform similar work for others, and is not expected to work exclusively for the Board.
6. **Conflict Resolution:** This contract is and shall be deemed to be performable in the County of Mesa, Colorado, and venue for any dispute hereunder that cannot be settled between the parties shall be in the District Court of the County of Mesa, Colorado. In the event of dispute concerning performance hereunder, the parties agree that the Court shall enter judgment in favor of the prevailing party for costs and reasonable attorneys' fees.
7. **Confidentiality of Information:** Contractor agrees that any information received during any furtherance of the obligations hereunder will be treated as confidential and will not be revealed to other persons, firms or organizations, unless required by statute or other law, subpoenaed, released or further required for treatment.
8. **Legal Authority:** Contractor warrants that it possesses the legal authority to enter into this contract and that it has taken all actions required by procedures, by-laws and/or applicable law to exercise that authority, and to lawfully authorize the undersigned signatory to execute this contract and to bind Contractor to its terms.
9. **Inspection and Acceptance:** The Board reserves the right, without notice and at reasonable times, to inspect the work accomplished by the Contractor under this contract. The right of inspection reserved in the Board is for protection



of the Board in assuring that the work is proceeding in a timely and satisfactory manner and does not relieve Contractor from responsibility for selecting appropriate means of fulfilling its obligations hereunder.

10. Indemnification: Contractor shall, to the extent allowed by law, indemnify and hold harmless the Board, Mesa County, Colorado Department of Human Services and the State of Colorado, their agents, officials and employees, against all loss or damages, including penalties, charges, professional fees, interest, costs, expenses and liabilities of every kind and character arising out of, or relating to, any and all claims and causes of actions of every kind and character, in connection with, directly or indirectly, this Contract, whether or not it shall be alleged or determined that the harm was caused through or by the Contractor or subcontractor, if any, or their respective employees and agents, or a party indemnified hereunder. Contractor further agrees that its obligations to the Board under this paragraph include claims against the Board, Mesa County, Colorado Department of Human Services or State of Colorado by Contractor's employees whether or not such claim is covered by workers compensation. Contractor expressly understands and agrees that any insurance or bond protection required by this Contract, or otherwise provided by Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Board, Mesa County, Colorado Department of Human Services, their agents, officials, and employees as herein provided, and such obligation exists even if the claim is fraudulent or groundless.

11. Force Majeure: Neither Contractor nor the Board shall be liable to the other for any delay in, or failure of performance of, any covenant or promise contained in this contract, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to the extent that, such delay or failure is caused by "force majeure". As used in this contract "force majeure" means fire, explosion, action of the elements, interruption of transportation, rationing, court action, illegality, unusually severe weather, or any other cause which is beyond the control of the party affected and which, by the exercise of reasonable diligence, could not have been prevented by the party affected.

12. Severability: To the extent that this contract may be executed and performance of the obligations of the parties may be accomplished within the intent of the contract, the terms of this contract are severable, and should any term or provision of the contract or its attachments be declared invalid or become inoperative for any reason, such invalidity or failure shall not affect the validity of any other term or provision herein.

13. Modification and Amendment: This contract is subject to such modifications and/or amendments as may be necessary. No modification or amendment to this contract shall be effective unless agreed to in writing by both parties.

14. Survivability: Contract Paragraph 8 and 12 and Attachment D Paragraphs 2, 4, 6, 7, 8, 9, 10, 15 and 16 shall survive any termination of this Contract.

15. Conformance with Law: Contractor shall at all times during the performance period strictly adhere to all applicable federal and state laws and implementing regulations as they currently exist and may hereafter be amended. Contractor shall also require compliance with these statutes and regulations in subcontract and subgrant agreements, if any, permitted under this Contract. Without limitation, these federal and state laws and regulations include:

- Age Discrimination Act of 1975, 42 USC Sections 6101 et seq and its implementing regulation, 45 CFR Part 91;
- Age Discrimination in Employment Act of 1967, 29 USC 621-634;
- Americans with Disabilities Act of 1990 (ADA), 42 USC 12101 et seq;

- Drug Free Workplace Act of 1988, 41 USC 701 et seq;
- Equal Pay Act of 1963, 29 USC 206(d);
- Immigration Reform and Control Act of 1986, 8 USC 1324b;
- Pro-Children Act of 1994, 20 USC 6081 et seq;
- Section 504 of the Rehabilitation Act of 1973, 29 USC 794, as amended, and implementing regulation 45 CF Part 84;
- Titles VI and VII of the Civil Rights Act of 1964, 42 USC 2000d and e;
- Title IX of the Education Amendments of 1972, 20 USC 1681 et seq;
- Section 24-34-302, et seq, Colorado Revised Statutes 1993, as amended;
- The “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments (Common Rule), at 49 CFR, Part 18;
- Office of Management and Budget Circulars A-87, A-21 or A-122, and A-102 or A-110, whichever are applicable;
- The Hatch Act (5 USC 1501-1508 and PL 95-454 Section 4728). These statutes state that federal funds cannot be used for partisan political purposes of any kind by any person or organization involved in the administration of federally-assisted programs;
- Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law 104-191 codified at 45 CFR 160-164, if applicable;
- Personal Responsibility and Work Opportunity reconciliation Act of 1996, if applicable;
- Health Insurance Portability and Accountability Act of 1996 (HIPAA) Public Law 104-191 codified at 45 CFR 160-164, if applicable;
- Personal Responsibility and Work Opportunity reconciliation Act of 1996, if applicable.

16. Non-discrimination: Contractor shall not discriminate against any person on the basis of race, color, national origin, age, sex, religion and disability, including Acquired Immune Deficiency Syndrome (AIDS) or AIDS related conditions, in performance of work and provision of services under this Contract.

17. The Contractor assures that where activities supported by this Contract produce any discovery or invention, original computer programs, writing, sound recordings, pictorial reproductions, drawings or other graphical representation and works of any similar nature, the Board has the right to use, duplicate and disclose, in whole or in part in any manner for any purpose whatsoever and authorize others to do so. If the material or invention is copyrightable, the Contractor may copyright such, but the Board reserves royalty-free non-exclusive and irreversible license to practice, reproduce, publish and use such materials in whole or in part, and authorize others to do so.

18. This Contract constitutes the entire agreement between the parties, and no changes or modifications shall be effective unless reduced to writing and signed by the parties. The Contract shall be read as a whole, rather than each item being read separately.

19. The Contractor certifies that the Contractor shall comply with the provision of CRS 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this contract or enter into a contract with a subcontractor that fails to certify to the Contractor the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this contract. The Contractor represents, warrants, and agrees that it (i) has verified that it does not employ any illegal aliens, through participation in the Basic Pilot Employment Verification Program administered by the Social Security Administration and Department of Homeland Security, and (ii) otherwise will comply with the requirements of CRS 8-17.5-102(2)(b). The Contractor shall comply with all reasonable requests made in the course of an investigation under C.R 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or CRS 8-17.5-101 et seq., the County may terminate this contract for breach and the Contractor shall be liable for actual and consequential damages to the County.

A Contractor that operates as a sole proprietor hereby swears or affirms under penalty of perjury that the Contractor (i) is a citizen of the United States or otherwise lawfully present in the United States pursuant to federal law, (ii) shall comply with the provisions of CRS 24-76.5-101 et seq., and (iii) shall produce one of the forms of identification required by CRS 24-76.5-103 prior to the effective date of this Contract. Except where exempted by federal law and except as provided in CRS 24-76.5-103(3), a Contractor that received federal or state funds under this contract must confirm that any individual natural person eighteen years of age or older is lawfully present in the United States pursuant to CRS 24-76.5-103(4) if such individual applies for public benefits provided under this contract.

20. By signing this Agreement, the Contractor agrees to provide, comply with, and, if applicable, execute the certifications set forth in Addendum A - Notification of Immigration Compliance Requirements and Certification by Contractor, incorporated herein by reference and attached hereto.