

## DOUGLAS COUNTY GOVERNMENT

Finance Department, Purchasing Division  
100 Third Street, Suite 130  
Castle Rock, Colorado 80104  
Telephone: 303-660-7434 \*\* Fax: 303-660-9661  
[www.douglas.co.us](http://www.douglas.co.us)

### REQUEST FOR PROPOSAL

**NO. 000-00**

#### ENHANCED MODEL OF MENTAL/BEHAVIORAL HEALTH SERVICE – SUPPORTIVE MENTAL/BEHAVIORAL HEALTH SERVICES FOR DOUGLAS COUNTY YOUTH AND FAMILIES, AND TECHNOLOGY ENHANCEMENTS

**YOUR PROPOSAL RESPONSE MUST BE RECEIVED NO LATER THAN**

**XXXX @ 4:30 PM**

#### PROPOSAL CERTIFICATION

We offer to furnish to Douglas County the materials, supplies, products and/or services requested in accordance with the specifications and subject to the terms and conditions of the purchase(s) described herein:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

BY: \_\_\_\_\_

(Printed or Typed Name)

(Written Signature)

TAXPAYER I.D. NUMBER: \_\_\_\_\_

**Signature constitutes acceptance of all terms and conditions listed on this form and all documents attached.**

Please submit five paper (5) paper copies (single-sided and not spiral bound) of your proposal response in a sealed envelope that is clearly marked with the Request for Proposal information listed above. Mail or hand-carry all proposals to Douglas County Government, Finance Department, Purchasing Division, 100 Third Street, Suite 130, Castle Rock, Colorado 80104, prior to the proposal due date and time. Other electronic and/or fax proposal responses will not be accepted. It is the sole responsibility of the respondent to see that their proposal response is received on time. Proposals will not be considered which are received after the time stated, and any proposals so received will be returned unopened. If closure of Douglas County buildings occurs on the proposal due date, proposals must then be delivered to the Purchasing Division on the following business day before 12 noon.

Douglas County reserves the right to reject any or all proposals, or accept any presented, which meet or exceed the specifications and which are deemed to be in the best interest of Douglas County. The County is not bound to accept the lowest proposal. The County also reserves the right to waive formalities of the proposal procedures or informalities contained in a proposal.

#### SECTION ONE ~ GENERAL INFORMATION:

#### A. Overview:

The Douglas County Board of County Commissioners (Board) is pursuing various options related to the provision of mental and behavioral health services in Douglas County. The County submitted an application for Community Project Funding through State Representative Jason Crow's Office, and was awarded funding by the federal Substance Abuse and Mental Health Services Administration (SAMHSA) to create an Enhanced Model of Service (the Model). The funding term ends September 30, 2024.

The Model is being created to ensure youth and families utilizing crisis and intensive case management services in the County are connected to ongoing, non-crisis, healthcare. As fully designed and implemented, the Model will be a network of intensive in-home and outpatient treatment, youth peer support, evidence-based treatment, an intensive case management program serving youth and families, and technology enhancement and integration. **The target populations are children, youth, families and clients of the intensive case management program, the Youth Care Compact (YCC) (currently being developed); children, youth and families who are in crisis, recovering from crisis or who have multiple unmet behavioral health and basic needs. The geographic catchment area is Douglas County, Colorado.**

**The primary goal of the Model is to reduce future reliance on and utilization of the crisis system. The Model's strategy-oriented goals are geared towards increasing connection to ongoing, non-crisis, mental health and substance use disorder treatment, recovery and preventive services, and increasing the capacity of local youth and family serving organizations to provide care coordination.** These goals and objectives will be achieved by implementing and making readily available the six service areas and assets listed below.

**Project strategies and interventions, and the estimated individuals/families served** over the course of the contract term include:

1. Outpatient Mental Health Treatment: 150 youth
2. Intensive in-home treatment: 40 families
3. Supportive Parenting for Anxious Childhood Emotions (SPACE) course: 54 individual or two parent/caregivers
4. Marijuana Use/Dependence Treatment Program: 20 youth and families
5. Youth peer support opportunities: 50 youth
6. Integration of web-based case management platform with faith-based portal to fulfill basic needs: N/A

The Model is complimentary to the partnership between Douglas County and community mental health center AllHealth Network who will open a Walk-In Crisis Center (WIC) for all ages and a 16-bed Crisis Stabilization Unit (CSU) for children and adolescents, a first-of-its-kind facility in Douglas County, as part of the investment of County American Rescue Plan Act (ARPA) funding. The Model supports a larger continuum that includes direct coordination with Co-Responders, coordination of multiple substance use disorder and mental health providers, wrap-around services, partnership with schools and child welfare, and collaboration with the justice system. To avoid utilizing the WIC and CSU beyond stabilizing a crisis, the Model will offer reliable follow-up support to keep youth and families engaged in treatment following a crisis while avoiding cycling through the emergency system. The County and its partners through the Douglas County Mental Health Initiative (DCMHI) are committed to building a mental/behavioral health continuum of care that meets the needs of individuals in Douglas County.

Through this Request for Proposal (RFP), Douglas County Government (County) respectfully requests responses from responsible, qualified firms for the provision of services listed below.

#### B. Introductory Information:

Douglas County was formed in 1861 as one of the sixteen original Colorado counties. The County covers 844 square miles in the I-25 corridor between Denver and Colorado Springs. A majority of residents live in urban designated areas, such as unincorporated Highlands Ranch, the city of Lone Tree, the city of Castle Pines, and the towns of Castle Rock (county seat), Parker and Larkspur. The County has a population of about 293,521; and since the 2000 census the County population has grown 65%.

The County's strength, as the centerpiece of the Denver/Colorado Springs Development Corridor, comes from a perfect blend of quality lifestyle and business environment. To preserve the area's natural environment, 70% of the

corridor will retain agricultural, ranching, parks, and open space uses. Recreational facilities include more than 146,000 acres of Pike National Forest, Roxborough and Castlewood Canyon State Parks, Chatfield State Recreation Area, and numerous county, municipal, and local parks, trails, and open spaces. The pioneer spirit and eternal beauty of the mountains, foothills, and plains remain in Douglas County.

The three-member Board of County Commissioners serves as the legislative, policy-making, and administrative body governing the unincorporated area of the County. The commissioners are elected at large from one of three geographical districts and serve staggered four-year terms (term-limited to two terms). Detailed information in regards to Douglas County Government and its finances can be found in the Annual Budget Book and/or the Comprehensive Annual Financial Report.

There are five incorporated municipalities fully contained within the boundaries of Douglas County, Castle Rock, Castle Pines, Larkspur, Lone Tree, and Parker. Each has its own mayor and provides services in cooperation with Douglas County. Additionally there are two municipalities partially contained within Douglas County, the cities of Aurora and Littleton.

### **C. Scope of Services/Explanation of Project:**

Douglas County requests responses from responsible, qualified firms for the provision of a service, or multiple services, listed below. These services are part of an Enhanced Model of Service designed to wrap Douglas County youth and families who have recently experienced a crisis and/or utilized crisis stabilization services in order to mitigate future risk and likelihood of crisis. The Model is summarized above in Section A. Overview. A summary of each service area and associated qualifications begins below.

#### **Outpatient Mental Health Treatment**

1. Access to ongoing mental health treatment for youth utilizing Colorado's I Matter program. A treatment stipend will be made available for youth who could benefit from continued treatment following the end of their free sessions with I Matter. Colorado's I Matter program provides up to six free behavioral health sessions for youth up to 18 years old, and 21 years old if receiving special education.
2. Stipends to subsidize treatment for youth accessing care through other time-limited means, or to ensure continuity of care in cases of financial or other barriers. Financial and geographic barriers are a few of the top reasons youth do not access care when needed.

Douglas County will make funding available to extend connection, free of charge, to six additional virtual, or in person, treatment sessions for youth when appropriate. Please tailor your response to this section of the RFP if your firm can provide outpatient mental/behavioral health treatment continuity to youth who have previously accessed care through I Matter, or for youth whose access to ongoing treatment negatively impacted by lack of finances, or a time-limit. Douglas County will dedicate a bank of funds to cover the cost of ongoing treatment for up to 150 youth.

#### **Intensive in-home Treatment**

1. Multisystemic Therapy (MST)
2. Functional Family Therapy (FFT)

Wrap around support in a comfortable and familiar setting with specialized, evidence-based treatment modalities, can be especially effective for those with higher levels of need and who need help stabilizing during or following a crisis. Intensive in-home can be an effective approach for youth and families who have not responded to therapy in other settings. The cost of in-home can be prohibitively expensive. Multisystemic Therapy (MST) and Functional Family Therapy (FFT), two common intensive in-home modalities, are typically three-to-four-month interventions costing more than a thousand dollars each month.

Please tailor your response to this section of the RFP if your firm can provide MST and/or FFT to qualifying families served by the Douglas County Youth Care Compact, those who will utilizing the WIC and CSU, or those needing stabilization following a crisis. Douglas County will dedicate a bank of funds to cover the cost of in-home services, provided by area organizations, for up to 40 families.

#### **Supportive Parenting for Anxious Childhood Emotions (SPACE) course**

1. Children, youth and families who discharge from the WIC/CSU or who work with the YCC program may access resilience programming such as facilitated peer support groups and an evidence-based program called Supportive Parenting for Anxious Childhood Emotions (SPACE). Peer recovery and parenting support may result in reduced use of services, decreased costs to the mental health system, increased social functioning, decreased hospitalization and other benefits.

Please tailor your response to this section of the RFP if your firm is interested in providing the SPACE curriculum for up to 54 individual or two-parent/caregivers.

#### **Marijuana Use/Dependence Treatment Program**

1. In-patient and outpatient youth substance use disorder treatment is a gap for Douglas County communities. In 2021, more Douglas County high school students (46%) vaporized their marijuana than students across Colorado overall (39%), and 10% had used marijuana in the last 30 days (Healthy Kids Colorado Survey Dashboard, 2013 – 2021). To lessen barriers for Douglas County families and provide an accessible treatment option, Douglas County will fund up to 20 youth to complete a treatment program for marijuana dependence.
2. Comprehensive program providing ongoing outpatient treatment and recovery services for marijuana use dependence to support clients up to the age of 21, for up to 20 youth. Service should include a grounding in behavior change theory, such as readiness to change, and have regular options for individual, family and group therapy. The ideal program includes parental and/or caregiver support to address substance use and mental health needs of their child(ren) and family.

Please tailor your response to this section of the RFP if your firm can provide treatment to youth with marijuana use dependence. Douglas County will dedicate a bank of funds to cover the cost of treatment for up to 20 youth.

#### **Youth peer support opportunities**

1. Douglas County is interesting in funding one or more facilitated youth peer support groups for youth working with the developing Youth Care Compact program, and those discharging from crisis intervention levels of care, such as a Walk-In Center, Crisis Stabilization Unit or emergency department stay.

Please tailor your response to this section of the RFP if your firm has an existing peer group model that could expand with additional funding and explain how your group would expand to serve the target population. This opportunity is also available to qualified firms/organizations who want to create a new peer support group for youth in this target population. Douglas County will dedicate a bank of funds for peer support opportunities with a capacity of up to 50 youth.

#### **Integration of web-based case management platform with faith-based portal to fulfill basic needs**

1. Technology hubs and integration are a creative way to, “develop a robust network of providers and services, with strong care coordination and collaboration between providers,” and community-based organizations (Douglas County’s Blueprint for a Community-Based Mental Health Delivery System). Douglas County is interested in integrating Julota, the software utilized for data collection and case management for the County’s Co-Responder program (Community Response Teams – CRT), enhanced care coordination program for adults, The Care Compact, and the developing Youth Care Compact with a platform, or platforms, that creates connections to organizations that fulfill(s) basic needs and Social Determinants of Health (SDoH), such as food, shelter, utility assistance, transportation, clothing, etc.

Please tailor your response to this section of the RFP if your firm has a technology platform that can integrate with other technology platforms. Indicate the kind of integration your platform allows. The County desires easy exchange of referrals between Julota and the other system, and the ability to design and successfully implement closed loop communication between the referring entity or party and the entity fulfilling the referral.

**D. Time Requirements:**

Tentative Proposal Calendar:

|                  |   |
|------------------|---|
| ???, 202?        | Request for Proposal advertised and available |
| ???, 202?        | Deadline for submission of questions          |
| ???, 202?        | Distribution of questions/responses           |
| ???, 202?        | Request for Proposal due date (see page one)  |
| ??? - ????, 202? | Interview of Finalists, if necessary          |
| ???, 202?        | Final Selection                               |
| ???, 202?        | Contract Start Date                           |

**Commented [LC1]:** Carolyn, please feel free to create a schedule based on the date the RFP can be posted, and update dates throughout based on the schedule.

**E. General Requirements:**

The proposal(s) submitted in response to this RFP must be complete and in the format requested below in sections F and G. Failure to provide all requested information or any significant deviation from this format may be cause for rejection of the proposal. All proposals submitted shall become property of the County. All proposals shall include all of the information requested in this RFP for the section(s) which the firm, agency or organization wishes to apply, and any additional data that the respondent deems pertinent to the understanding and evaluating of their proposal response. All proposals shall meet, at a minimum, all criteria outlined in the following sections. At the discretion of the County, firms submitting proposals may be requested to make presentations as part of the evaluation process. The respondent should not withhold any information from their written response in anticipation of presenting the information orally, since oral presentations may not be solicited. The County will not reimburse the respondents to this RFP for any costs associated with the preparation and submission of said proposals or in the preparation for and attendance at a presentation. The County reserves the right to request any firm submitting a proposal to clarify its proposal or to supply additional information necessary to assist in the County's selection.

**F. Minimum Requirements:**

Respondents shall meet all of the following minimum requirements, and confirm in writing.

- 1) Able to Conduct Business
  - a. Contractor must be legally able to continuously perform work in Colorado.
  - b. Contractor must be able to continuously meet the County's insurance requirements.
  - c. Contractor may not be suspended or disbarred from receiving federal funds.
  - d. Not have any conflicts of interest deemed unacceptable determined solely by the County.
- 2) Organization
  - a. Firm's organizational structure must be reasonably structured and sized to establish and maintain services outlined in their response.
  - b. If the firm's parent company or corporate headquarters are not in Colorado, explain the local business presence (if any) and its organizational structure as well.
  - c. Current or prior work with federal, state or municipal agencies is not required but should be highlighted if applicable.
- 3) Program and Management Experience
  - a. Contractor must demonstrate to the County's satisfaction that:
    - 1) the firm has ample understanding of the services outlined above that the firm wishes to apply for, such as mental, behavioral, peer-to-peer, technology and integration services and/or activities, including knowledge of and experience with relevant laws, regulations and policies related to behavioral health treatment, privacy and confidentiality, consent/assent practices as they relate to coordinating care for minors across HIPAA-covered and non-covered agencies;
    - 2) the firm's management staff have ample understanding of reasonable means to organize and execute work in order to achieve accurate, high-quality outcomes,
    - 3) the firm's management staff have ample understanding of and experience with quality customer service and community collaboration, and
    - 4) the firm's management staff have ample understanding of and experience with generally

- held accounting practices, separation of duties, reporting and record keeping,
- 5) the firm is able to continuously recruit and retain appropriate staff to complete the work, and firm's management staff are able to identify staff with performance issues, and address them appropriately and timely.

#### **G. Mandatory Requirements to be Included in Proposal Response:**

All proposal responses must address each of the following and be submitted with the ability to complete the work as described. Do not exclude any major or minor items of information not specifically mentioned, but which would normally and reasonably be provided. Please be advised that the greater the degree of specificity, the more likely it will be for the County to review your response favorably.

Responses should be no less than 11-point font, single-sided, not to exceed 10 pages excluding any attached reference materials, and not spiral bound. Do not respond in whole or in part with "See Website," "See attached," or similar instructions. Responses may include attachments as a supplement. If additional materials are provided, e.g., pamphlets, CDs, journal articles, include five (5) copies of each item.

Responses should be compiled in the order outlined below. Proposal responses must include, but are not limited to, the following information. Failure to provide all required information or any significant deviation from this format may be cause for rejection of the proposal.

##### **Section 1: Organization**

- a. Include a statement related to your firm's complete understanding of the general requirements in Section E, and a response to each of the minimum requirements listed in Section F above.
- b. Include a completed copy of Appendix C of SAMHSA's Notice of Funding Opportunity (NOFO) which is required of all firms intending to provide direct client services funded by this grant.

##### **Section 2: Services – For each service, please prepare your response as follows:**

- a. Clearly identify the service(s) or program(s) in the header, as named in Scope of Services/Explanation of Project above, that your firm wishes to apply.
- b. For each service or program, provide a detailed narrative of how the proposal intends to meet the objectives of the County, as outlined above in Section C: Scope of Services/Explanation of Project. Respond briefly and directly to the elements described in Section C, and expand where needed to offer additional detail.
- c. Provide a summary of the partnership you envision with Douglas County and Douglas County Mental Health Initiative (DCMHI) staff to implement the Enhanced Model of Service. Describe the partnership you envision with the Colorado crisis continuum of care to include Co-Responders, care coordination teams, emergency departments, Walk-In Centers, Crisis Stabilization Units, and in-patient mental health facilities who may be referral sources for services. If partnership(s) currently exist, describe the partnership(s).
- d. Education, experience, and licensing requirements (if applicable for mental, behavioral, peer or training services) for staff who will be performing each type of service.

##### **Section 3: Expenses/Budget – Provide a full and complete budget or accounting of all services that includes:**

- a. All administrative and overhead costs, e.g., space, hardware/technology and cyber security.
- b. A full 12 months' costs once services begin, including an upper and lower end to provide all services, and
- c. Any assumptions.

#### **H. Additional Project Details:**

Service reimbursement for work performed by the successful applicant(s) under this RFP are made possible through a federal Congressional Directive Spending grant awarded and overseen by the Substance Abuse and Mental Health Services Administration (SAMHSA). Due to the total funding amount, individual service area funding amounts and/or the ways in which this funding is categorized by the U.S. Treasury, a competitive RFP process is required, even for vendors offering a unique service, training or other asset on behalf of Douglas County. The grant term is September 29, 2023 to September 30, 2024. The successful applicant(s) will only be reimbursed for work performed within this

term.

The County may submit a “no cost extension” to SAMHSA to extend the grant beyond the end of the term. An extension can be requested for up to an additional twelve (12) months for activities not executed and goals not reached within the original term per the County’s contract and workplan executed with SAMHSA.

#### **I. References:**

All responses shall include a list of three (3) current references. All references shall include name, title, address, telephone number, fax number, and e-mail address for which you are currently furnishing or have in the past furnished services on a same or similar contract or agreement. The failure to include references and/or the inability to contact the references shall be ample cause for rejection of the proposal.

References may not be current Douglas County employees.

#### **J. Questions/Inquires/Addendum:**

All questions related to this RFP must be directed to the attention of Carolyn Riggs, Purchasing Supervisor, 100 Third Street, Suite 130, Castle Rock, Colorado 80104, 303-660-7434, [criggs@douglas.co.us](mailto:criggs@douglas.co.us). All questions must be in writing and responses will be shared with all potential respondents, as appropriate.

Questions will be received until the close of business on **???, 202X**. Responses to all questions will be posted on the Rocky Mountain E-Purchasing System no later than close of business on **???, 202X**.

If it becomes necessary to revise any part of this RFP or if additional data is necessary to enable an exact interpretation of the provisions of this request, an addendum will be issued. It is the responsibility of the respondent to ensure that they have received all addendums prior to submitting their RFP response.

### **SECTION TWO ~ PROPOSAL CONDITIONS AND PROVISIONS:**

All proposals must be submitted in accordance with all terms, conditions, specifications, and stipulations contained herein. Respondents shall carefully read and be familiar with all terms, conditions, specifications, and stipulations contained in this RFP, which shall become part of the final contract.

All proposals must be signed by a duly-authorized official of the company. The completed and signed proposal (together with all required attachments) must be returned to the Purchasing Division on or before the due date and time shown on Page 1.

All participating respondents, by their signature hereunder, shall agree to comply with all of the conditions, requirements and instructions of this RFP as stated or implied herein. Any alteration, erasure or interlineation by the respondent in this RFP shall constitute cause for rejection by the County. Exceptions or deviations to this RFP must not be added to the RFP pages, but must be on company letterhead and accompany the proposal response. Should the County omit anything from this RFP that is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, then the respondent shall secure written instructions from the Purchasing Division; **see page xxx (?)** for submission of question information.

All respondents are required to complete all the information requested in this RFP. Failure to do so may result in the disqualification of the proposal.

Prices stated must be in the units specified. In the case of a discrepancy between the unit price and extension, the unit price shall be considered correct. Minor details omitted by oversight will not constitute an excuse for their omission.

Proposals shall be firm quotations subject to acceptance or rejection within sixty (60) days of the proposal opening date.

A respondent may withdraw their proposal at any time prior to the scheduled time of receipt; however, persons or firms withdrawing proposals may not submit another proposal in this matter.

The County will not be responsible for any goods delivered or services performed without its purchase order, signed by an authorized representative of the County's Purchasing Division.

The County reserves the right to negotiate optional items and/or services with the successful respondent.

The successful respondent will be required to provide proof of and the required limits of liability insurance, including Workers' Compensation. This proof of insurance must be in the form of a "Certificate of Insurance" and must show coverage in the amounts specified by the Laws of the State of Colorado for the duration of a contract issued as a result of this RFP. Additionally, the County will be notified of any changes occurring in this coverage while proving to the County that such changes do not in any way affect the minimum liability insurance required for this proposal.

The successful respondent may be required, as a provision of this RFP, to submit proof of compliance with governmental health and safety codes, regulations and standards, as appropriate.

The County reserves the right to waive any technical or formal errors or omissions and to reject any and all proposals, or to award a contract for the items herein, either in part or in whole, if it deems it to be in the best interest of the County to do so.

The successful respondent shall be in complete compliance with all of the specifications, terms and conditions of this RFP as outlined herein. The County shall have the right to inspect the facilities and equipment of the successful respondent to ensure such compliance.

#### **PROPOSAL CONDITIONS AND PROVISIONS (continued):**

No proposal shall be accepted from, and no contract will be awarded to, any person, firm or corporation that is in arrears to the County, upon debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the County, or that has failed to attain or demonstrate compliance with any law, ordinance, regulation, or contract term or condition as may be provided for or required in any County contract, or that may be deemed irresponsible or unreliable by the County. The successful respondent may be required to submit satisfactory evidence that they have a practical knowledge of the particular work, as described, and that they have the necessary financial resources to perform and complete the work outlined in this RFP.

All information submitted in response to this RFP may be subject to disclosure under the Open Records Act. Respondents are discouraged from providing information that they consider confidential and/or privileged as part of a response to this RFP.

The contractor agrees to abide by all the laws, regulations and administrative rulings of the United States, the State of Colorado and the County of Douglas, securing all necessary licenses and permits in connection with this RFP.

All materials furnished or services performed under the terms of a contractual agreement issued as a result of this RFP shall comply with the requirements and standards specified in the Williams-Steiger Occupational Safety and Health Act of 1970 (Public Law 91-596), as well as with other applicable federal, state and local codes.

This RFP requires a formal contract to be prepared by the County. The successful respondent will properly sign and furnish any performance bonds, insurance, Workers' Compensation, etc. as may be required by the County within ten (10) days (unless a longer period is allowed by the County) from the date of receipt of the formal contract forms.

All respondents must take into consideration that only the County's contract documents will be used in the finalization of any agreement issued as a result of this RFP. Respondents are responsible for reviewing such



documents prior to submitting their proposal response.

All respondents must submit written disclosure of any known potential conflicts of interest that may result during the course of performance of the services listed herein.

#### **ETHICAL STANDARDS:**

It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other capacity in any proceeding of application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or RFP therefore.

It shall be a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

In the event that any gratuities or kickbacks are offered or tendered to any County employee or representative, the proposal response shall be disqualified and shall not be reinstated.

#### **ETHICSPPOINT:**

Douglas County has implemented a new phone, Internet-based reporting system called EthicsPoint. The reporting system allows employees to report issues or concerns that they may have in an anonymous and confidential manner. We consider it a critical component in providing a safe, secure, and ethical workplace.

An option within the system allows for vendors to also report an issue. As a vendor, you are in a position to observe not only questionable or unethical behavior by our employees but also identify areas that you would like to make a suggestion for change. By calling 1-888-337-3094 or logging-in on the Internet to [www.ethicspoint.com](http://www.ethicspoint.com) and entering **Douglas County Government**, you can file a report, offer a suggestion or voice a concern. Online instructions are available on how to use the system. The EthicsPoint system also offers a follow-up/response mechanism. You can be assured that this is a fast, easy, and confidential system.

#### **NON-COLLUSIVE BIDDING CERTIFICATION:**

By the submission of this proposal, the respondent certifies that:

1. The proposal has been arrived at by the respondent independently and has been submitted without collusion with any other respondent.
2. The contents of the proposal have not been communicated by the respondent; nor, to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the respondent or its surety on any bond furnished herewith, and will not be communicated to any such person prior to the official opening of this proposal.
3. No respondent shall submit more than one proposal, to include alternate proposal or proposals, for this purchase.

#### **NON-DISCRIMINATION IN EMPLOYMENT:**

In connection with the performance of work under a contract issued as a result of this RFP, the contractor agrees not to refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any

person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability. The contractor further agrees to insert the foregoing provision in all subcontracts hereunder.

#### **ILLEGAL ALIENS:**

If Contractor/Consultant has any employees or subcontractors, Contractor/Consultant shall comply with §8-17.5-101 C.R.S., *et seq.*, regarding Illegal Aliens - Public Contracts for Services, and this Contract. By execution of this Contract, Contractor/Consultant certifies that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that Contractor/Consultant will participate in either the E-Verify Program or Department Program in order to confirm the eligibility of all employees who are newly hired for employment to perform work under this Contract.

A. Contractor/Consultant shall not:

- (i) Knowingly employ or contract with an illegal alien to perform work under this Contract; or
- (ii) Enter into a contract with a subcontractor that fails to certify to Contractor/Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

#### **ILLEGAL ALIENS (continued):**

- B. Contractor/Consultant has confirmed the employment eligibility of all employees who are newly hired for employment to perform Work under this Contract through participation in either the E-Verify Program or Department Program.
- C. Contractor/Consultant shall not use either the E-Verify Program or Department Program to undertake pre-employment screening of job applicants while this Contract is in effect.
- D. If Contractor/Consultant obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien, Contractor/Consultant shall:
  - (i) Notify the subcontractor and the County within three days that Contractor/Consultant has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
  - (ii) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the preceding sub-subparagraph of this subparagraph, the subcontractor does not stop employing or contracting with the illegal alien; except that Contractor/Consultant 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.
- E. Contractor/Consultant shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to the authority established in §8-17.5-102(5), C.R.S.
- F. If Contractor/Consultant violates this provision of this Contract, the County may terminate the Contract for a breach of contract. If the Contract is so terminated, Contractor/Consultant shall be liable for actual and consequential damages to the County as required by law.
- G. The County will notify the Office of the Secretary of State if Contractor/Consultant violates this provision of this Contract and the County terminates the Contract for such breach.

#### **INDEMNIFICATION:**

Indemnification by the County. The County cannot and by any agreement does not agree to indemnify, hold harmless, exonerate or assume the defense of the respondent or any other person or entity whatsoever, for any purpose whatsoever.

Indemnity. The respondent shall defend, indemnify and hold harmless the County, its officers, agents and employees from any and all claims, demands, suits, actions or proceedings of any kind or nature whatsoever, including Workers' Compensation claims, in any way resulting from or arising out of any agreement issued as a result of this RFP; provided, however, that the respondent need not indemnify or save harmless the County, its officers, agents and employees from damages resulting from the negligence of the County's officers, agents and employees.

#### **INDEPENDENT CONTRACTOR:**

The Respondent is an independent contractor. Notwithstanding any provision of this Agreement, all personnel assigned by the Consultant to perform work under this Agreement shall be and remain at all times, employees of the Consultant for all purposes. **THE INDEPENDENT CONTRACTOR IS NOT ENTITLED TO WORKERS' COMPENSATION BENEFITS THROUGH THE COUNTY AND IS OBLIGATED TO PAY FEDERAL AND STATE INCOME TAX ON ANY MONIES EARNED PURSUANT TO THE CONTRACT RELATIONSHIP.**

#### **ASSIGNMENT OF PURCHASE ORDER OR CONTRACT:**

A supplier or contractor may not assign or otherwise transfer any of its rights or obligations under any purchase order or contract made and entered into pursuant to the County RFP without the prior written approval of the County Purchasing Division.

#### **CANCELLATION:**

The County reserves the right to cancel the whole or any part of a contract issued as a result of this RFP due to failure of the contractor to carry out any term, promise or condition of the contract. The County will issue a written notice of default to the contractor for failing to act in compliance with the terms and conditions of such contract.

#### **EXAMINATION OF RECORDS:**

The contractor agrees that the County shall, until the expiration of three (3) years after the final payment under an agreement issued as a result of this RFP, have access to and the right to examine any directly pertinent books, documents, papers and records of the contractor involving transactions of such agreement.

#### **PRICE, PAYMENT, AND DELIVERY:**

1. All prices shall be firm and fixed for the specified time frame.
2. All payment terms shall be "Net 30"; consideration will be given to any discounts offered for payments made earlier than "Net 30", please explain.
3. All deliveries will be "F.O.B. ~ Destination"

#### **TAXES:**

All price quotations shall reflect all applicable tax exemptions for Douglas County:

1. Federal Registration Number: 84-6000761
2. State Registration Number: 98-04428

**COOPERATIVE PURCHASING:**

Douglas County Government is a member of the National Institute of Governmental Purchasing (NIGP), Rocky Mountain Governmental Purchasing Association (RMGPA), and also participates in the Douglas County Purchasing Partnership (DCPP). We hereby request that any member of NIGP, RMGPA, and/or the DCPP be permitted to contract and purchase any and all items specified herein from the successful vendor/contractor at the prices established herein. Each NIGP, RMGPA, DCPP member that would purchase from the award resulting from this RFP will establish their own contract, place their own orders, be invoiced independently, and make their own payments. It is understood that Douglas County Government is not legally responsible for any business conducted resulting from this award.

**EXHIBITS:**

- 1) Exhibit "A" ~ Standard Public Contract for Services (for information only; do not sign and return with your response)