OLDER AMERICANS ACT
GRANT APPLICATION PACKET

For the Period of
July 1, 2019 through June 30, 2020

With Conditional Option for Renewal through
June 30, 2023

Weld County Area Agency on Aging
315 N 11th Avenue
PO Box 1805
Greeley, CO 80632
(970) 400-6101

January 29, 2019
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REQUEST FOR BID
WELD COUNTY, COLORADO
1150 O STREET
GREELEY, CO 80631

DATE: 2/11/19
BID NUMBER: #B1900058
DESCRIPTION: Older Americans Act Grant Application
DEPARTMENT: Department of Human Services
MANDATORY PRE-BID CONFERENCE DATE: February 20, 2019
BID OPENING DATE: February 11, 2019

1. NOTICE TO BIDDERS:

The Board of County Commissioners of Weld County, Colorado, by and through its Controller/Purchasing Director (collectively referred to herein as, “Weld County”), wishes to purchase the following:

I. Access Services
   a. Minority Outreach $24,000
   b. Case Management Services $136,000
   c. Transportation $100,000

II. Community Services
   a. Counseling $100,000
   b. Senior Legal Services $70,000

III. Nutrition Services
   a. Home Delivered Meals $190,000

A mandatory pre-bid conference will be held on **FEBRUARY 20, 2019 at 1:30 PM**, at the Weld County Department of Human Services Area Agency on Aging located at 315 N 11th Avenue, Building C, 3rd Floor North Conference Room, Greeley, Colorado 80631. Bidders must participate and record their presence at the pre-bid conference to be allowed to submit bids.

Bids will be received at the Department of Human Services, HS Contract Management Unit, 315 North 11th Avenue, Building B, Greeley, CO 80631 by EMAIL only at hs-contractmanagement@weldgov.com until: **Friday, MARCH 15th, 2019 at 2:00 PM (Weld County Time Clock)**.

PAGES 1 – 12 OF THIS REQUEST FOR BIDS CONTAIN GENERAL INFORMATION FOR THE REQUEST NUMBER REFERRED TO ABOVE. NOT ALL OF THE INFORMATION CONTAINED IN PAGES 1-12 MAY BE APPLICABLE FOR EVERY PURCHASE. BID SPECIFICS FOLLOW PAGE 12.
2. **INVITATION TO BID:**

Weld County requests bids for the above-listed merchandise, equipment, and/or services. Said merchandise and/or equipment shall be delivered to the location(s) specified herein.

Bids shall include any and all charges for freight, delivery, containers, packaging, less all taxes and discounts, and shall, in every way, be the total net price which the bidder will expect the Weld County to pay if awarded the bid.

You can find information concerning this request at two locations: On the Weld County Purchasing website at [https://www.weldgov.com/departments/purchasing](https://www.weldgov.com/departments/purchasing) located under “Current Requests”. And, on the Bidnet Direct website at [www.bidnetdirect.com](http://www.bidnetdirect.com). Weld County Government is a member of BidNet Direct. BidNet Direct is an on-line notification system which is being utilized by multiple non-profit and governmental entities. Participating entities post their bids, quotes, proposals, addendums, and awards on this one centralized system.

**Bid Delivery to Weld County – 1 method:**

1. Email. Bids must be emailed to: hs-contractmanagement@weldgov.com. Emailed bids must include the following statement on the email: “I hereby waive my right to a sealed bid”. An email confirmation will be sent when we receive your bid/proposal.

3. **INSTRUCTIONS TO BIDDERS: INTRODUCTORY INFORMATION**

Bids shall be typewritten or written in ink on forms prepared by the Weld County Purchasing Department. Each bid must give the full business address of bidder and be signed by him with his usual signature. Bids by partnerships must furnish the full names of all partners and must be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of the incorporation and by the signature and title of the president, secretary, or other person authorized to bind it in the matter. The name of each person signing shall also be typed or printed below the signature. A bid by a person who affixes to his signature the word "president," "secretary," "agent," or other title without disclosing his principal, may be held to be the bid of the individual signing. When requested by the Weld County Controller/Purchasing Director/Purchasing Director, satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished. A power of attorney must accompany the signature of anyone not otherwise authorized to bind the Bidder. All corrections or erasures shall be initialed by the person signing the bid. All bidders shall agree to comply with all of the conditions, requirements, specifications, and/or instructions of this bid as stated or implied herein. All designations and prices shall be fully and clearly set forth. All blank spaces in the bid forms shall be suitably filled in. Bidders are required to use the Proposal Forms which are included in this package and on the basis indicated in the Bid Forms. The Bid Proposal must be filled out completely, in detail, and signed by the Bidder.

Late or unsigned bids shall not be accepted or considered. It is the responsibility of the bidder to ensure that the bid arrives in the Weld County Purchasing Department on or prior to the time indicated in Section 1, entitled, "Notice to Bidders." Bids received prior to the time of opening will be kept unopened in a secure place. No responsibility will attach to the Weld County Controller/Purchasing Director/Purchasing Director for the premature opening of a bid not properly addressed and identified. Bids may be withdrawn upon written request to and approval of the Weld
County Controller/Purchasing Director/Purchasing Director; said request being received from the withdrawing bidder prior to the time fixed for award. Negligence on the part of a bidder in preparing the bid confers no right for the withdrawal of the bid after it has been awarded. Bidders are expected to examine the conditions, specifications, and all instructions contained herein, failure to do so will be at the bidders’ risk.

In accordance with Section 14-9(3) of the Weld County Home Rule Charter, Weld County will give preference to resident Weld County bidders in all cases where said bids are competitive in price and quality. It is also understood that Weld County will give preference to suppliers from the State of Colorado, in accordance with C.R.S. § 30-11-110 (when it is accepting bids for the purchase of any books, stationery, records, printing, lithographing or other supplies for any officer of Weld County). Weld County reserves the right to reject any and all bids, to waive any informality in the bids, to award the bid to multiple vendors, and to accept the bid that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The bid(s) may be awarded to more than one vendor.

In submitting the bid, the bidder agrees that the signed bid submitted, all of the documents of the Request for Proposal contained herein (including, but not limited to the product specifications and scope of services), the formal acceptance of the bid by Weld County, and signature of the Chair of the Board of County Commissioners, together constitutes a contract, with the contract date being the date of signature by the Chair of the Board of County Commissioners.

4. SUCCESSFUL BIDDER HIRING PRACTICES – ILLEGAL ALIENS

Successful bidder certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this contract. Successful bidder will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify program or the State of Colorado program established pursuant to C.R.S. §8-17.5-102(5)(c). Successful bidder shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a subcontractor that fails to certify with Successful bidder that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Successful bidder shall not use E-Verify Program or State of Colorado program procedures to undertake pre-employment screening or job applicants while this Agreement is being performed. If Successful bidder obtains actual knowledge that a subcontractor performing work under the public contract for services knowingly employs or contracts with an illegal alien Successful bidder shall notify the subcontractor and County within three (3) days that Successful bidder has actual knowledge that a subcontractor is employing or contracting with an illegal alien and shall terminate the subcontract if a subcontractor does not stop employing or contracting with the illegal alien within three (3) days of receiving notice. Successful bidder shall not terminate the contract if within three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien. Successful bidder shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to C.R.S. §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Successful bidder participates in the State of Colorado program, Successful bidder shall, within twenty days after hiring a new employee to perform work under the contract, affirm that Successful bidder has examined the legal work status of such employee, retained file copies of the documents, and not altered or falsified the identification documents for such employees. Successful bidder shall deliver to County, a written notarized affirmation that it has examined the legal work status of such employee, and shall comply with all of the other requirements of the State of Colorado program. If Successful bidder fails to comply with any requirement of this provision or of C.R.S. §8-17.5-101 et seq., County, may terminate this
Agreement for breach, and if so terminated, Successful bidder shall be liable for actual and consequential damages.

Except where exempted by federal law and except as provided in C.R.S. § 24-76.5-103(3), if Successful bidder receives federal or state funds under the contract, Successful bidder must confirm that any individual natural person eighteen (18) years of age or older is lawfully present in the United States pursuant to C.R.S. § 24-76.5-103(4), if such individual applies for public benefits provided under the contract. If Successful bidder operates as a sole proprietor, it hereby swears or affirms under penalty of perjury that it: (a) is a citizen of the United States or is otherwise lawfully present in the United States pursuant to federal law, (b) shall produce one of the forms of identification required by C.R.S. § 24-76.5-101, et seq., and (c) shall produce one of the forms of identification required by C.R.S. § 24-76.5-103 prior to the effective date of the contract.

5. GENERAL PROVISIONS

A. Fund Availability: Financial obligations of Weld County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available. By acceptance of the bid, Weld County does not warrant that funds will be available to fund the contract beyond the current fiscal year.

B. Trade Secrets and other Confidential Information: Weld County discourages bidders from submitting confidential information, including trade secrets, that cannot be disclosed to the public. If necessary, confidential information of the bidder shall be transmitted separately from the main bid submittal, clearly denoting in red on the information at the top the word, “CONFIDENTIAL.” However, the successful bidder is advised that as a public entity, Weld County must comply with the provisions of C.R.S. 24-72-201, et seq., the Colorado Open Records Act (CORA), with regard to public records, and cannot guarantee the confidentiality of all documents. The bidder is responsible for ensuring that all information contained within the confidential portion of the submittal is exempt from disclosure pursuant to C.R.S. 24-72-204(3)(a)(IV) (Trade secrets, privileged information, and confidential commercial, financial, geological, or geophysical data). If Weld County receives a CORA request for bid information marked “CONFIDENTIAL", staff will review the confidential materials to determine whether any of them may be withheld from disclosure pursuant to CORA, and disclose those portions staff determines are not protected from disclosure. Weld County staff will not be responsible for redacting or identifying Confidential information which is included within the body of the bid and not separately identified. Any document which is incorporated as an exhibit into any contract executed by the County shall be a public document regardless of whether it is marked as confidential.

C. Governmental Immunity: No term or condition of the contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections or other provisions, of the Colorado Governmental Immunity Act §§24-10-101 et seq., as applicable now or hereafter amended.

D. Independent Contractor: The successful bidder shall perform its duties hereunder as an independent contractor and not as an employee. He or she shall be solely responsible for its acts and those of its agents and employees for all acts performed pursuant to the contract. Neither the successful bidder nor any agent or employee thereof shall be deemed to be an agent or employee of Weld County. The successful bidder and its employees and agents are not entitled to unemployment insurance or workers'
compensation benefits through Weld County and Weld County shall not pay for or otherwise provide such coverage for the successful bidder or any of its agents or employees. Unemployment insurance benefits will be available to the successful bidder and its employees and agents only if such coverage is made available by the successful bidder or a third party. The successful bidder shall pay when due all applicable employment taxes and income taxes and local head taxes (if applicable) incurred pursuant to the contract. The successful bidder shall not have authorization, express or implied, to bind Weld County to any agreement, liability or understanding, except as expressly set forth in the contract. The successful bidder shall have the following responsibilities with regard to workers’ compensation and unemployment compensation insurance matters: (a) provide and keep in force workers’ compensation and unemployment compensation insurance in the amounts required by law, and (b) provide proof thereof when requested to do so by Weld County.

E. **Compliance with Law:** The successful bidder shall strictly comply with all applicable federal and state laws, rules and regulations in effect or hereafter established, including without limitation, laws applicable to discrimination and unfair employment practices.

F. **Choice of Law:** Colorado law, and rules and regulations established pursuant thereto, shall be applied in the interpretation, execution, and enforcement of the contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules and/or regulations shall be null and void.

G. **No Third-Party Beneficiary Enforcement:** It is expressly understood and agreed that the enforcement of the terms and conditions of the contract, and all rights of action relating to such enforcement, shall be strictly reserved to the undersigned parties and nothing in the contract shall give or allow any claim or right of action whatsoever by any other person not included in the contract. It is the express intention of the undersigned parties that any entity other than the undersigned parties receiving services or benefits under the contract shall be an incidental beneficiary only.

H. **Attorney’s Fees/Legal Costs:** In the event of a dispute between Weld County and the successful bidder, concerning the contract, the parties agree that Weld County shall not be liable to or responsible for the payment of attorney fees and/or legal costs incurred by or on behalf of the successful bidder.

I. **Disadvantaged Business Enterprises:** Weld County assures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award.

J. **Procurement and Performance:** The successful bidder agrees to procure the materials, equipment and/or products necessary for the project and agrees to diligently provide all services, labor, personnel and materials necessary to perform and complete the project. The successful bidder shall further be responsible for the timely completion, and acknowledges that a failure to comply with the standards and requirements outlined in the Bid within the time limits prescribed by County may result in County’s decision to withhold payment or to terminate this Agreement.

K. **Term:** The term of this Agreement begins upon the date of the execution of this Agreement by County, and shall continue through and until successful bidder’s
completion of the responsibilities described in the Bid.

L. **Termination:** County has the right to terminate this Agreement, with or without cause on thirty (30) days written notice. Furthermore, this Agreement may be terminated at any time without notice upon a material breach of the terms of the Agreement.

M. **Extension or Modification:** Any amendments or modifications to this agreement shall be in writing signed by both parties. No additional services or work performed by the successful bidder shall be the basis for additional compensation unless and until the successful bidder has obtained written authorization and acknowledgement by County for such additional services. Accordingly, no claim that the County has been unjustly enriched by any additional services, whether or not there is in fact any such unjust enrichment, shall be the basis of any increase in the compensation payable hereunder.

N. **Subcontractors:** The successful bidder acknowledges that County has entered into this Agreement in reliance upon the particular reputation and expertise of the successful bidder. The successful bidder shall not enter into any subcontractor agreements for the completion of this Project without County’s prior written consent, which may be withheld in County’s sole discretion. County shall have the right in its reasonable discretion to approve all personnel assigned to the subject Project during the performance of this Agreement and no personnel to whom County has an objection, in its reasonable discretion, shall be assigned to the Project. The successful bidder shall require each subcontractor, as approved by County and to the extent of the Services to be performed by the subcontractor, to be bound to the successful bidder by the terms of this Agreement, and to assume toward the successful bidder all the obligations and responsibilities which the successful bidder, by this Agreement, assumes toward County. County shall have the right (but not the obligation) to enforce the provisions of this Agreement against any subcontractor hired by the successful bidder and the successful bidder shall cooperate in such process. The successful bidder shall be responsible for the acts and omissions of its agents, employees and subcontractors.

O. **Warranty:** The successful bidder warrants that services performed under this Agreement will be performed in a manner consistent with the standards governing such services and the provisions of this Agreement. The successful bidder further represents and warrants that all services shall be performed by qualified personnel in a professional and workmanlike manner, consistent with industry standards, and that all services will conform to applicable specifications. In addition to the foregoing warranties, Contractor is aware that all work performed on this Project pursuant to this Agreement is subject to a one-year warranty period during which Contractor must correct any failures or deficiencies caused by contractor’s workmanship or performance.

The bidder warrants that the goods to be supplied shall be merchantable, of good quality, and free from defects, whether patent or latent. The goods shall be sufficient for the purpose intended and conform to the minimum specifications herein. The successful bidder shall warrant that he has title to the goods supplied and that the goods are free and clear of all liens, encumbrances, and security interests.

Service Calls in the First One Year Period: The successful bidder shall bear all costs for mileage, travel time, and service trucks used in the servicing (including repairs) of any of the goods to be purchased by Weld County, Colorado, pursuant to this bid for as many service calls as are necessary for the first one (1) year period after said goods are first
supplied to Weld County.

Bidder shall submit with their bids the following information pertaining to the equipment upon which the bids are submitted:

1. Detailed equipment specifications to include the warranty.
2. Descriptive literature.

P. **Non-Assignment:** The successful bidder may not assign or transfer this Agreement or any interest therein or claim thereunder, without the prior written approval of County. Any attempts by the successful bidder to assign or transfer its rights hereunder without such prior approval by County shall, at the option of County, automatically terminate this Agreement and all rights of the successful bidder hereunder. Such consent may be granted or denied at the sole and absolute discretion of County.

Q. **Interruptions:** Neither party to this Agreement shall be liable to the other for delays in delivery or failure to deliver or otherwise to perform any obligation under this Agreement, where such failure is due to any cause beyond its reasonable control, including but not limited to Acts of God, fires, strikes, war, flood, earthquakes or Governmental actions.

R. **Non-Exclusive Agreement:** This Agreement is nonexclusive and County may engage or use other contractors or persons to perform services of the same or similar nature.

S. **Employee Financial Interest/Conflict of Interest – C.R.S. §§24-18-201 et seq. and §24-50-507.** The signatories to this Agreement agree that to their knowledge, no employee of Weld County has any personal or beneficial interest whatsoever in the service or property which is the subject matter of this Agreement. County has no interest and shall not acquire any interest direct or indirect, that would in any manner or degree interfere with the performance of the successful bidder’s services and the successful bidder shall not employ any person having such known interests. During the term of this Agreement, the successful bidder shall not engage in any business or personal activities or practices or maintain any relationships which actually conflicts with or in any way appear to conflict with the full performance of its obligations under this Agreement. Failure by the successful bidder to ensure compliance with this provision may result, in County’s sole discretion, in immediate termination of this Agreement. No employee of the successful bidder nor any member of the successful bidder’s family shall serve on a County Board, committee or hold any such position which either by rule, practice or action nominates, recommends, supervises the successful bidder’s operations, or authorizes funding to the successful bidder.

T. **Severability:** If any term or condition of this Agreement shall be held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, this Agreement shall be construed and enforced without such provision, to the extent that this Agreement is then capable of execution within the original intent of the parties.

U. **Binding Arbitration Prohibited:** Weld County does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in the contract or incorporated herein by reference shall be null and void.
V. **Board of County Commissioners of Weld County Approval:** This Agreement shall not be valid until it has been approved by the Board of County Commissioners of Weld County, Colorado or its designee.

W. **Compensation Amount:** Upon the successful bidder’s successful completion of the service, and County’s acceptance of the same, County agrees to pay an amount no greater than the amount of the accepted bid. The successful bidder acknowledges no payment in excess of that amount will be made by County unless a “change order” authorizing such additional payment has been specifically approved by the County’s delegated employee, or by formal resolution of the Weld County Board of County Commissioners, as required pursuant to the Weld County Code.

X. **Taxes:** County will not withhold any taxes from monies paid to the successful bidder hereunder and the successful bidder agrees to be solely responsible for the accurate reporting and payment of any taxes related to payments made pursuant to the terms of this Agreement. Contractor shall not be entitled to bill at overtime and/or double time rates for work done outside of normal business hours unless specifically authorized in writing by County.

6. **INSURANCE REQUIREMENTS**

**General Requirements:** Successful bidders must secure, at or before the time of execution of any agreement or commencement of any work, the following insurance covering all operations, goods or services provided pursuant to this request. Successful bidders shall keep the required insurance coverage in force at all times during the term of the Agreement, or any extension thereof, and during any warranty period. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as “A” VIII or better. Each policy shall contain a valid provision or endorsement stating “Should any of the above-described policies be canceled or should any coverage be reduced before the expiration date thereof, the issuing company shall send written notice to the Weld County Controller/Purchasing Director/Purchasing Director by certified mail, return receipt requested. Such written notice shall be sent thirty (30) days prior to such cancellation or reduction unless due to non-payment of premiums for which notice shall be sent ten (10) days prior. If any policy is in excess of a deductible or self-insured retention, County must be notified by the Successful bidder. Successful bidder shall be responsible for the payment of any deductible or self-insured retention. County reserves the right to require Successful bidder to provide a bond, at no cost to County, in the amount of the deductible or self-insured retention to guarantee payment of claims.

The insurance coverages specified in this Agreement are the minimum requirements, and these requirements do not decrease or limit the liability of Successful bidder. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Successful bidder from liabilities that might arise out of the performance of the work under this Contract by the Successful bidder, its agents, representatives, employees, or subcontractors. The successful bidder shall assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverages. The successful bidder is not relieved of any liability or other obligations assumed or pursuant to the Contract by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The successful bidder shall maintain, at its own expense, any additional kinds or amounts of insurance that it may deem necessary to cover its obligations and liabilities under this Agreement. Any modification to these requirements must be made in writing by Weld County.
The successful bidder stipulates that it has met the insurance requirements identified herein. The successful bidder shall be responsible for the professional quality, technical accuracy, and quantity of all materials and services provided, the timely delivery of said services, and the coordination of all services rendered by the successful bidder and shall, without additional compensation, promptly remedy and correct any errors, omissions, or other deficiencies.

**INDEMNITY:** The successful bidder shall defend, indemnify and hold harmless County, its officers, agents, and employees, from and against injury, loss damage, liability, suits, actions, or claims of any type or character arising out of the work done in fulfillment of the terms of this Contract or on account of any act, claim or amount arising or recovered under workers' compensation law or arising out of the failure of the successful bidder to conform to any statutes, ordinances, regulation, law or court decree. The successful bidder shall be fully responsible and liable for any and all injuries or damage received or sustained by any person, persons, or property on account of its performance under this Agreement or its failure to comply with the provisions of the Agreement, or on account of or in consequence of neglect of The successful bidder in its methods or procedures; or in its provisions of the materials required herein, or from any claims or amounts arising or recovered under the Worker's Compensation Act, or other law, ordinance, order, or decree. This paragraph shall survive expiration or termination hereof. It is agreed that the successful bidder will be responsible for primary loss investigation, defense and judgment costs where this contract of indemnity applies. In consideration of the award of this contract, the successful bidder agrees to waive all rights of subrogation against the County its associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the successful bidder for the County. A failure to comply with this provision shall result in County’s right to immediately terminate this Agreement.

**Types of Insurance:** The successful bidder shall obtain, and maintain at all times during the term of any Agreement, insurance in the following kinds and amounts:

**Workers’ Compensation Insurance** as required by state statute, and Employer's Liability Insurance covering all of the successful bidder's employees acting within the course and scope of their employment. Policy shall contain a waiver of subrogation against the County. This requirement shall not apply when a successful bidder or subcontractor is exempt under Colorado Workers’ Compensation Act., **AND** when such successful bidder or subcontractor executes the appropriate sole proprietor waiver form.

**Commercial General Liability Insurance** for bodily injury, property damage, and liability assumed under an insured contract, and defense costs, with the minimum limits must be as follows:
- $1,000,000 each occurrence;
- $1,000,000 general aggregate;
- $1,000,000 products and completed operations aggregate;
- $1,000,000 Personal Advertising injury

**Automobile Liability:** Successful bidder shall maintain limits of $1,000,000 for bodily injury per person, $1,000,000 for bodily injury for each accident, and $1,000,000 for property damage applicable to all vehicles operating both on County property and elsewhere, for vehicles owned, hired, and non-owned vehicles used in the performance of this Contract.

Successful bidders shall secure and deliver to the County at or before the time of execution of this Agreement, and shall keep in force at all times during the term of the Agreement as the same may be extended as herein provided, a commercial general liability insurance policy, including public liability and property damage, in form and company acceptable to and approved by said
Administrator, covering all operations hereunder set forth in the Request for Bid.

Proof of Insurance: County reserves the right to require the successful bidder to provide a certificate of insurance, a policy, or other proof of insurance as required by the County's Risk Administrator in his sole discretion.

Additional Insureds: For general liability, excess/umbrella liability, pollution legal liability, liquor liability, and inland marine, Successful bidder’s insurer shall name County as an additional insured.

Waiver of Subrogation: For all coverages, Successful bidder’s insurer shall waive subrogation rights against County.

Subcontractors: All subcontractors, subcontractors, independent contractors, sub-vendors, suppliers or other entities providing goods or services required by this Agreement shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Successful bidder. Successful bidder shall include all such subcontractors, independent contractors, sub-vendors suppliers or other entities as insureds under its policies or shall ensure that all subcontractors maintain the required coverages. Successful bidder agrees to provide proof of insurance for all such subcontractors, independent contractors, sub-vendors suppliers or other entities upon request by the County.

The terms of this Agreement are contained in the terms recited in this Request for Bid and in the Response to the Bid each of which forms an integral part of this Agreement. Those documents are specifically incorporated herein by this reference.
SPECIFICATIONS AND/OR SCOPE OF WORK AND PROPOSED PRICING:

I. INTRODUCTION

A. SUMMARY

The Weld County Area Agency on Aging is requesting proposals from any organization, public, private non-profit, or for-profit entities, interested in receiving a grant funded under the Older Americans Act to provide services described in this request. Preference will be given to non-profits as is required under the Older Americans Act. The grant performance period is July 1, 2019, through June 30, 2020. If award recipients perform in a satisfactory manner the Area Agency on Aging may extend contracts on a yearly basis up to June 30, 2023.

The deadline for receipt of proposals by the Area Agency on Aging via the HS-Contract Management Unit is 2:00 p.m., March 15, 2019.

All questions about this application packet should be directed to Kelly Morrison at (970) 400-6101.

B. BACKGROUND

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

The WCAAA and the WCAAA Advisory Board develops planning and funding priorities for services to adults, 60 years of age and older, based on the requirements under the OAA and the needs within the senior community. Partnerships with other entities are formed through a formal Purchase of Service Agreement process which will facilitate the delivery of services to persons aged 60 and older in Weld County. It is the intent of WCAAA to obtain services from organizations, that will not only provide quality services through our grant process, but will also actively seek and obtain funds from other public and private sources to supplement the provisions of services.
C. FUNDING SCHEDULE


2/20/2019  Pre-Bid Conference:

Attendance is required

Weld County Area Agency on Aging
315 North 11th Avenue, Building C
3rd Floor North Conference Room
Greeley, CO 80631
1:30 pm - 3:30 pm

This meeting is being held to provide applicants the opportunity to ask questions regarding the Request for Proposal (RFP) and budget process. Additional questions that arise after the 2/20/19 meeting should be sent to hs-contractmanagement@weldgov.com. Additional questions will be accepted through 2/28/19.

3/15/2019  Proposals must be submitted to hs-contractmanagement@weldgov.com by or before 2:00 pm.

4/11/2019  Vendor recommendations are presented to the Weld County Area Agency on Aging Advisory Board

4/17/2019  Final approval by the Weld County Board of Commissioners

6/30/2019  Purchase of Service Agreements are approved and effective July 1, 2019

* The successful vendor is required to sign a separate contract.
II. CATEGORIES OF SERVICE

Applications are being requested for the following services and anticipated funding levels. Funding levels are subject to change depending on available funding and program priorities:

ACCESS SERVICES

- Minority Outreach $24,000.00
- Case Management Services $136,000.00
- Transportation $100,000.00

COMMUNITY SERVICES

- Counseling $100,000.00
- Senior Legal Services $70,000.00

NUTRITION SERVICES

- Home Delivered Meals $190,000.00

A separate application must be submitted for each service in which funds are sought.

Applicants must provide services to persons 60 years of age and older, targeting those individuals in greatest social and economic need, with particular attention to, low income minority, and frail and older adults residing in rural areas. Services are to be provided through the Older Americans Act only in cases where other resources are not available.

Applicants must comply with all pertinent and prevailing laws, regulations, and ordinances of federal, state, and local governments, including but not limited to:

1. The Older Americans Act of 1965, As Amended (Public Law 89-73).
4. Titles VI and VII of the Civil Rights Act of 1964 (Public Law 88-352, relating to non-discrimination on the basis of race, color, religion, sex, age, handicap, or national origin).
5. Colorado Department of Human Services, State Unit on Aging’s Older Americans Act and Older Coloradan Program Rules (Volume X) and all corresponding Policies and Procedures.
6. In addition to the required insurance noted on page 11, Vendors shall obtain and maintain during the term of this Contract privacy liability insurance covering all loss of Protected Health Information data and claims based upon alleged violations of privacy rights through improper use or disclosure of Protected Health Information with minimum annual limits as follows.
Contractors with 10 or less clients or revenues of $250,000.00, or less, shall maintain limits on Privacy Liability Insurance of not less than $50,000.00.

Contractors with 25 or less clients or revenues of $500,000.00, or less, shall maintain limits on Privacy Liability Insurance of not less than $100,000.00.

Contractors with more than 25 clients or revenues of more than $500,000.00, shall maintain limits on Privacy Liability Insurance of not less than $1,000,000.00.

All Older Americans Act grantees are expected to offer information and referral service in their daily courses of business.

Preference will be given to applicants with a physical location in Weld County in order to provide accessibility to older adult clients.

A ten (10) percent local match is required of each funded program. Older Americans Act funds cannot be utilized to replace funds from other sources. In addition, Older Americans Act funds cannot be used to duplicate the services which may be funded through Medicaid, Medicare, Title XX, or other available federal, state, or local sources.

WCAAA may choose not to fund any or all proposals.

Targeting of Services:

Preference and priority in the delivery of services shall be given to older adults with the greatest social or economic need, with particular attention to low-income minority, older adults and individuals who are frail, homebound by reason of illness, with an incapacitating disability, or otherwise isolated as defined below:

a. Need caused by non-economic factors which include physical and mental disabilities, language barriers, and cultural, social or geographical (rural) isolation, including that caused by racial or ethnic status which restricts an older adult's ability to perform normal daily tasks or threatens such older adult's capacity to live independently.

b. Older adults with limited English proficiency.

c. No person applying for or receiving services under the Older Americans Act shall be discriminated against based on age, gender, religion, race ethnicity, sexual orientation, political belief or disability.
ACCESS SERVICES

A. Service Definitions

**Individual Outreach**

Individual intervention initiated by a provider to identify at risk older adults and to encourage use of appropriate needed services and benefits. This category of outreach includes a range of services designed to identify populations such as minorities, the frail, low-income adults, and rural older adults who are unable to access necessary services due to lack of knowledge, physical and mental disabilities, language barriers, cultural differences, discrimination, geographic, or social isolation. **One contact equals one unit of service.**

**Case Management**

Case management, as defined by the Older Americans Act, is assistance provided either in the form of access or care coordination in circumstances where the older person is experiencing diminished functioning capacities, personal conditions, or other characteristics which require the provision of services by formal service providers or family caregivers. Activities of case management include such practices as assessing needs, developing care plans, authorizing and coordinating services among providers, and providing follow-up and reassessments as required. **One hour equals one unit of service.**

**Transportation**

Transportation is defined as travel to or from community services and resources, health and medical care, shopping or other life sustaining activities. **A one-way trip equals one unit of service.**

B. Projects Proposed Under this Funding Area are Limited to:

- Outreach Services for Minority Seniors
- Case Management Services for At Risk Seniors
- Transportation Services for Seniors

C. Service Requirements

**Outreach Services for Minority Seniors**

Applicant is expected to identify older adults residing in Weld County and serve a minimum of 50 percent outside the Greeley/Evans area, who are in need of assistance with service identification and access.

A minimum of 75 percent of the unduplicated older adults projected to be served by the applicant must be newly identified older adults who have not been contacted by the agency in the past. All older adults who receive one-on-one outreach assistance must be documented as a registered client in the Weld County Area Agency on Aging’ data system, PeerPlace. All group outreach efforts must be documented in PeerPlace as educational outreach.

Applicant must demonstrate capacity to communicate with clients in their principal language.
and demonstrate experience working with minority older adults.

Applicant will utilize techniques that empower and encourage independence of older adults and their support systems, rather than, fostering long-term dependence on the outreach agency.

Applicant must coordinate with other community service agencies to ensure that clients have access to all needed services.

Applicant cannot charge clients for any services provided under this grant, and the client must be informed that they are allowed to give a donation for services received.

**Case Management Services for At Risk Seniors**

Applicant is expected to identify and serve older adults residing in Weld County who are in need of assistance with service identification, access and support, which can be provided through a case management service model.

The Applicant must provide staff that have a background in human services and shall be responsible of arranging and monitoring a package of long-term care services for a client.

Case management activities shall include, at a minimum, the following:

- Initial screening to determine that each client meets pre-established criteria prior to conducting a comprehensive assessment.
- A comprehensive assessment to identify each client’s problems, resources, and needs to determine eligibility.
- Appropriate care planning to specify the types and amounts of care that shall be provided to meet the identified needs and goals of the client.
- Service arrangement to implement the plan of care through formal and informal services
- Ongoing monitoring to assure services are appropriately delivered and to ensure the quality of those services.
- Formalized reassessment conducted per policy to adjust care plans to the clients changing needs.

Applicant must have written policies and/or procedures to monitor the development, implementation and management of case files.

Applicant must maintain comprehensive and complete case files to include: assessments; care plans/action plans; case notes; follow-up notes; and closure notes.

All Applicants must operate in full compliance with all applicable federal, state, and local fire, health, safety, sanitation and other standards prescribed in law or regulations.

Applicant will utilize techniques that empower and encourage independence of older adults and their support systems, rather than fostering long-term dependence on the case management agency.

Applicant must coordinate with other community service agencies to ensure that clients have access to all needed services.
Applicant cannot charge clients for any services provided under this grant, but the client must be informed and allowed to give a donation.

**Transportation Services**

Applicant is expected to identify and provide rides to Weld County older adults in need of transportation assistance. Priority rides shall be given to critical appointments that include medical appointments, shopping, banking, congregate meal site attendance, and other essential life sustaining activities. Secondary appointments may be provided to foster socialization such as religious activities, senior centers, health promotion and disease prevention activities, etc. This program must have the ability to evaluate the transportation needs throughout Weld County, and have the ability to expand services throughout Weld County, if resources allow.

Applicant shall operate in full compliance with all applicable federal, state and local fire, health, safety, sanitation, and other standards prescribed in law or regulations.

Applicants shall keep such records and information as necessary to document the services provided to the client receiving services.

All transportation applicants rendering services to clients shall have all licenses, approvals, or certifications required by federal, state and local law or regulations.

All transportation applicants not requiring licensure by the Public Utilities Commission (PUC) shall ensure that their drivers, vehicle safety, and applicable safety inspection and maintenance requirements comply with the State’s mandated minimum insurance coverage.

Applicant cannot charge clients for any services provided under this grant, and the client must be informed that they are allowed to give a donation for services received.

**COMMUNITY SERVICES**

A. **Service Definitions**

*Counseling*

To advise and/or enable the older person and/or the person’s family to resolve problems or to relieve temporary stress encountered by them. Counseling must be done on a one-on-one basis and may be conducted by a paid or volunteer staff. The Peer-to-Peer counseling model is the Weld WCAAA’s preferred method of service delivery. One hour of counseling equals one unit of service.

*Senior Legal Services*

Legal advice, counseling, and representation provided to an individual by an attorney or other person under the supervision of an attorney. One hour of consultation equals one unit of service.

B. **Projects Proposed Under this Funding Area are Limited to:**
• Counseling (Peer to Peer preferred)
• Senior Legal Services

C. Service Requirements

Counseling

Eligible service providers shall assure that all individuals (paid staff or volunteer) providing counseling services are knowledgeable or trained to provide the specific type of counseling services required by the client.

Applicants are expected to identify older adults who exhibit the greatest economic and social need, are not receiving appropriate services through public and private agencies, and to facilitate their access to existing services.

Applicant must coordinate with other community service agencies providing services to older adults and be able to provide services throughout Weld County.

Applicant must be able to provide services to clients throughout Weld County.

Applicant cannot charge clients for any services provided under this grant, and the client must be informed that they are allowed to give a donation for services received.

Senior Legal Services

Eligible service providers shall provide legal information, advice, counseling, assistance, document preparation, and administrative representation by an attorney, who is a member of the Colorado State Bar, to ensure the rights and entitlement of older persons by providing or securing legal assistance.

Applicant cannot charge clients for any services provided under this grant, and the client must be informed that they are allowed to give a donation for services received.

The provider will give preference to older adult clients with no other options, provided needed legal services are within the service areas delineated herein.

Scope of Legal Services:

To provide legal information, legal interpretation, advice, brief service, document preparation, counseling, negotiation and administrative representation to clients by the provider as follows:

• Public Assistance Benefits:

Provide legal assistance and advice in applying for and determining eligibility for public assistance benefits, including but not limited to Long-Term care Medicaid, Medicare Savings Plans, Old Age Pension, the Low-Income Energy Assistance program (LEAP) and Supplemental Nutrition Assistance Program (SNAP). This will include providing advice and information on specifics of Medicaid programs and payment of long-term care, including Medicaid qualifications, Medicaid coverage, spousal protection (Community Spouse...
Resource Allowance, Monthly Income Protection), and Medicaid estate recovery. Assistance will consist of advice and/or administrative representation for overpayments, reductions, termination or denial of Public Assistance Benefits. Applicant will provide in-person representation before an administrative tribunal to appeal the reduction, termination, or denial of a client’s long-term care Medicaid.

- **Consumer Matters:**

  Provide legal advice, negotiation, and brief service regarding debt collections, breach of contract, garnishments, utility shut-offs, and other contract disputes. Services may consist of assisting clients in preparing for self-representation, including, but not limited to, Small Claims Court, objections to garnishments, interrogatories, etc.

- **Housing Issues:**

  Provide legal advice, negotiation and brief service on matters related to landlord-tenant-renting and subsidized housing.

- **Powers of Attorney and Living Wills:**

  Provide assistance with document preparation of General Durable Power of Attorney, Medical Durable Power of Attorney and Living Wills.

**Scope of Other Services:**

- **Community Education:**

  Provide community legal education presentations as requested from Weld County senior centers, senior housing, long-term care facilities, assisted living facilities, etc., on topics of legal interest to clients such as preventative measures against consumer fraud, consumer debt issues, housing issues, advanced directives for healthcare, financial powers of attorney and related issues.

- **Community Outreach:**

  Capacity to reach clients unable to travel including visits to rural sites in Weld County communities (e.g., senior centers, senior housing complexes, nutrition sites, etc.) and to institutionalized, isolated and homebound elderly residents of Weld County as needed, either by phone, e-mail, on-line resources, or in their homes to provide legal assistance and meet the needs of clients. Assistance will include the capacity to reach minority clients by providing legal assistance in their native language.

- **Administrative Duties:**

  Applicant shall ensure service quality and maintain professional standards by providing the following:

  1. Case management, including establishing a system of filing, record keeping, system for conflicts checks, docket control, and updating case activities;
  2. Provide for the supervision of legal workers by an attorney;
3. Establish a system of review to evaluate the quality of legal work, determine what pertinent issues have been identified, to assure the timely handling of cases, and to ensure that clients are involved in establishing case objectives and are kept informed of developments in the case;
4. Track unduplicated clients on a quarterly basis including units of services, types of cases and demographics;
5. Document clients that are unable to be represented and the reason why they cannot be served;
6. Give appropriate resources and referrals;
7. Provide training for legal workers based on responsibilities and skills; and
8. Ensure the confidences of clients are preserved from unauthorized disclosure

NUTRITION SERVICES

A. Service Definition

Home Delivered Meals

Home Delivered Meals is the provision of one hot meal at a client's home. Each meal must meet a minimum of thirty-three and one-third (33 1/3) of the current daily recommended dietary allowances as established by the Food and Nutrition Board of the Institute of Medicine of the Nation Academy of Sciences. One meal equals one unit of service.

B. Projects Proposed Under this Funding Area are Limited to:

- Home Delivered Meals

C. Service Requirements

Home Delivered Meals

Applicants will demonstrate the ability to provide home delivered meals efficiently and cost effectively.

Applicants are expected to identify older adults who are 60 years of age and over, who exhibit the greatest economic and social need, and who are not receiving appropriate services through other public and private agencies.

Eligible home-delivered meal service providers shall ensure that the client is homebound. A person shall be determined to be homebound if he/she is unable to leave home because of a disabling physical or emotional condition. Depending on the participant's condition, homebound status shall be re-evaluated on a regular basis, but not less frequently than once every six months.

Applicant must coordinate with other community service agencies providing services to older adults to ensure that the home-bound client has access to other needed services not provided by the home-delivered meals program.

Eligible home-delivered meal service providers shall ensure that procedures are in place to use the WCAAA standardized assessment form to assess nutritional needs and resources.
Home-delivered meal providers can accept assessments from other service providers as part of the client referral process if all necessary information is collected. The requirement for an assessment may be waived if the eligible nutrition program participant is temporarily incapacitated at home. Receipt of home-delivered meals for more than 30 days requires that the home delivered meals provider assess the participant’s status to determine if the individual is homebound.

Applicant will arrange for the availability of meals to home-delivered meal participants during weather-related emergencies.

Applicant cannot charge clients for any services provided under this grant, but the client must be informed and allowed to give a donation.

### III. NARRATIVE DESCRIPTION OF PROJECT
(PLEASE ATTACH AS A SEPARATE DOCUMENT)

#### A. Description of Agency and Related Experience

Provide a brief description of your agency and the experience the agency has with programs and services for older adults. Include in your description a defense of your agency’s administrative and financial capabilities to manage the program for which you are seeking Weld County Area Agency on Aging funds.

**Statement of Need**

Describe the need for the service/program for which funds are being requested. Support with data, needs assessments and anecdotal information.

**Services to be Provided**

Identify and describe the services to be provided. Include an explanation of the system used to deliver services, including facilities or equipment you will be using. For example, if people will be coming to your office for services, describe your office facilities.

#### B. Objectives and Action Steps

List the major objectives and action steps for this specific project. Objectives and action steps listed should address:

1. Services to be provided
2. Targeting
3. Acquisition of client contributions
4. Coordination
5. Project monitoring and evaluation
6. Outcome measures

Each objective should be numbered and followed by a number of action steps. Objectives are clear statements of measurable results that take place. An objective should include a strong action verb.
Action steps are important tasks that must be completed within a specific time frame. Identify the date that each action step will be accomplished.

C. Targeting

The Older Americans Act requires that services be targeted to those most socially and economically in need. Describe your plan for targeting services to socially and economically disadvantaged older adults. Specifically, address older adults who are frail, homebound, minorities, and have low income. The plan for targeting must be concrete and measurable, similar to the format for the objectives and action steps.

Greatest Economic Need: The need resulting from an income level at or below the poverty levels established by the federal Office of Management and Budget.

Greatest Social Need: The need is caused by factors other than economic. This includes physical and mental disabilities, language barriers, cultural or social isolation including that caused by racial or ethnic status that restrict an individual's ability to perform normal daily tasks or that threaten his or her capacity to live independently.

D. Client Contributions

The Older Americans Act prohibits the charging of fees and the use of means testing. However, the Older Americans Act requires that each older adult receiving services be provided with the opportunity to contribute toward the cost of the service. In addition, no older adult can be refused service if they are not able to or choose not to make a contribution.

Describe how client contributions will be solicited for this project. Include issues such as: client confidentiality, the development of a suggested contribution fee schedule, and the cash management procedure for handling program income.

E. Coordination

Describe and list the agencies you will work with to ensure your program is the most effective and well-known in the community.

F. Project Monitoring, Evaluation and Outcomes

- Describe how progress on project objectives will be monitored.
- Who will be responsible for completing the monthly financial report and quarterly statistic report? How will these reports be used to assist in monitoring project progress?
- Describe the system that will be used to elicit feedback from service recipients about services provided. When will this occur?
- How will you measure the outcomes of your program? Who will monitor and report on the outcome measurements?

Describe the agency’s grievance procedure for service recipients and how recipients will be informed of the availability of this process. Attach the agency’s grievance procedure to this application.

Each non-profit grantee of Older Americans Act funds is required to assemble an advisory
board or committee to provide input about the project. The committee must meet at least quarterly and have representation of older adults. Please describe the membership, size, number of persons age 60 and older, ethnic composition, and functions of the proposed advisory board or committee.

G. Future Goals and Plans

Identify what you believe to be the future of your program. This could be in terms of physical location, changes in needs of clients, and what programs would need to be implemented to meet those needs, demographic changes that could impact the need for your project, changes within your parent organization, competition from other sectors, application of technology that could change the way your program works, and any other changes that could impact your program.

IV. ATTACHMENTS

Attachment A- Fiscal Packet (Separate Excel spreadsheet)

V. ADDITIONAL INFORMATION REQUIRED

1. The agency’s grievance procedure for service recipients.

2. The agency’s most recent audit.

3. The agency’s most current total budget, not older than 2018.

4. A list of the agency's Board of Directors and/or Advisory Board Members.

5. Verification of all required insurance coverage.

VI. EVALUATION OF PROPOSALS

All proposals that meet the requirements will be reviewed by the Weld County Area Agency on Aging and members of the Area Agency on Aging Advisory Board. They will make recommendations regarding bid awards to the Board of Weld County Commissioners, by and through, the Weld County Department of Human Services. The Weld County Department of Human Services will make its award of contract to the successful bidders upon final approval of the Board of Weld County Commissioners.

Before submitting the bid please make sure that you have included all of the requested information (Narrative section, Budget (Attachment A) section, Additional Information attachments, and Signature page).

Remember the bid cannot be accepted after the deadline.
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The undersigned, by his or her signature, hereby acknowledges and represents that:

1. The bid proposed herein meets all of the conditions, specifications, and special provisions set forth in the request for proposal for Request No. #B1900058.
2. The quotations set forth herein are exclusive of any federal excise taxes and all other state and local taxes.
3. He or she is authorized to bind the below-named bidder for the amount shown on the accompanying proposal sheets.
4. Weld County reserves the right to reject any and all bids, to waive any informality in the bids, and to accept the bid that, in the opinion of the Board of County Commissioners, is to the best interests of Weld County. The bid(s) may be awarded to more than one vendor.

FIRM________________________________________________________DATE_________________

BUSINESS ADDRESS______________________________________________

CITY, STATE, ZIP CODE__________________________________________

TELEPHONE NO_________FAX_________TAX ID #____________________

PRINTED NAME AND TITLE________________________________________

SIGNATURE_______________________________________________________

E-MAIL__________________________________________________________

**ALL BIDDERS SHALL PROVIDE A W-9 WITH THE SUBMISSION OF THEIR BID**

WELD COUNTY IS EXEMPT FROM COLORADO SALES TAXES. THE CERTIFICATE OF EXEMPTION NUMBER IS #98-03551-0000. YOU DO NOT NEED TO SEND BACK PAGES 1–12.