

Solicitation AE09305

Adult Daycare and Transportation Services



Salt Lake County

Sep 11, 2009

Please scan and attach bid related documents, i.e., licenses, certifications, descriptive literature, etc., into BidSync when entering your electronic bid submittal.

If you do not have scan capability, please mail documents to Salt Lake County Contracts and Procurement, 2001 S State St. Suite N4500, SLC, UT 84190-3100.

Be sure to include a cover letter identifying your company and/or a business card with your documents. The bid number and bid open date should be printed on the outside of the envelope.

Bid AE09305

Adult Daycare and Transportation Services

Bid Number AE09305
Bid Title Adult Daycare and Transportation Services

Bid Start Date Aug 25, 2009 4:08:12 PM MDT
Bid End Date Sep 11, 2009 3:00:00 PM MDT
Question & Answer End Date Aug 27, 2009 10:00:00 AM MDT

Bid Contact Gayle Gayler
Buyer
Contracts and Procurement
801-468-2559
ggayler@slco.org

Contract Duration 1 year
Contract Renewal 2 annual renewals
Prices Good for 90 days
Pre-Bid Conference Aug 27, 2009 10:00:00 AM MDT
Attendance is optional
Location: Salt lake County
Contracts and Procurement Conference Room
North Building, 4th Floor N4500
2001 South State Street
Salt Lake City, UT 84190

Pre-Bid Conference Sep 3, 2009 10:00:00 AM MDT
Attendance is optional
Location: Salt lake County
Mayor's Operations Conference Room
North Building, 4th Floor N4100
2001 South State Street
Salt Lake City, UT 84190

Bid Comments Salt Lake County Contracts and Procurement, on behalf of Aging Services invites your company to bid on a contract to provide ADULT DAYCARE AND TRANSPORTATION SERVICES for "The Alternatives Program" and the "Caregiver Support Program" administered by Salt Lake County Aging Services. These programs directly purchase needed services for clients from a pool of approved providers. Bidders are not required to provide all of the services available and may bid on specific services only. The listing of approved contractors providing services is established as a result of contracts from eligible bidder applications received for this Request for Bid and Resulting Contract (RFC).

Services for Adult Daycare shall be provided on a regularly scheduled basis, for one (1) or more days per week, in an outpatient setting, encompassing social and nutritional services needed to ensure the optimal functioning of the individual. Services shall meet such standards of service as established by the State of Utah for the provision of these activities. Transportation services between the client's place of residence and the Adult Daycare Center may also be required.

The Alternatives Program (TAP) offered through the County's Aging Services Division, provides community services in the home in order to avoid the unnecessary or premature institutionalization of elderly and disabled adults. Elderly or disabled adults 18 years of age and older who meet established income and asset guidelines may qualify as eligible TAP clients. Individual clients are determined eligible regardless of

race, ethnicity, religion or gender.

TAP client needs are objectively determined through a comprehensive assessment process. Case Managers work with clients and their families to develop a treatment package that will meet clients' needs. Case Managers explore available community supports and programs and only authorize The Alternatives Program services when no other funding source is available.

The Caregiver Support Program provides temporary assistance to caregivers of frail older individuals. Caregivers may be 18 years of age or older. Caregivers are identified and offered services that include information, assistance, counseling, training, support groups, respite and supplemental services. Respite and supplemental services are objectively identified through an assessment process and are arranged for by Case Manager personnel of the Caregiver Support Program. Individual clients are determined eligible regardless of race, ethnicity, religion or gender. Respite and supplemental services are intermittent, limited, and may be provided to the care recipient as a means of relieving the caregiver's stress. Care recipients must be 60 years of age or older.

Salt Lake County assures that these programs will provide technical assistance upon request to enable the successful bidder to meet the requirements of this agreement. All requests for technical assistance and action taken shall be responded to in a timely manner and in no case longer than thirty (30) days.

Bidders shall review carefully all bid documents published with this solicitation, as all attachments will be included in the contractual agreement awarded. All attachments are required to be considered for award.

The following definitions have been provided to clarify the information requested in BidSync in the "Item Response Form" as follows:

Eligible Organizations - Public, private non-profit, or for profit service organizations who offer services which meet the Salt Lake County Aging Services' minimum "Service Standards Assurance" and have provided at least one (1) year of successful service provision within the United States are eligible to apply.

Years Providing Service - Indicate the number of years your agency has been providing this service,

Service Cost per Day - Adult Day Care - Indicate the dollar amount you are bidding to provide one (1) day of service. One unit is equal to one day of service.

Service Cost per Day - Transportation - Indicate the dollar amount you are bidding to provide a one-way trip. One unit is equal to one way transportation.

Costs Included in Unit - List the cash components used to determine the service cost per unit, such as salaries, travel, insurance, etc. Verification of the unit cost must be on file with the service provider. Ineligible costs may not be included in the unit cost such as bad debts, capital expenditures, construction, entertainment, severance pay, and penalties.

Geographic Boundaries of Service Area - Indicate the geographic boundaries of the service area you are asking to provide service in, taking into account available personnel for the service.

Item Response Form

Item	AE09305-1-01 - Adult Daycare Service - Cap Rate of \$39.18
Quantity	1 day
Unit Price	<input type="text"/>
Geographic Boundaries of Service Area	<input type="text"/>
Years Providing Service	<input type="text"/>

Delivery Location Salt Lake County
 No Location Specified

Qty 1

Description

The cap rate for this service is \$39.18 per day as of July 1, 2009. We cannot accept any bid higher than this rate.

Services provided on a regularly scheduled basis, for one (1) or more days per week, in an outpatient setting, encompassing social and nutritional services needed to ensure the optimal functioning of the individual. Services shall meet such standards of service as established by the State of Utah for the provision of these activities.

Item AE09305-1-02 - Transportation (unit equals one-way trip) Cap rate is \$6.00

Quantity 1 unit

Unit Price

Geographic Boundaries
of Service Area

Years Providing Service

Delivery Location Salt Lake County
 No Location Specified

Qty 1

Description

The cap rate for this service is \$6.00 per one way trip as of July 1, 2009. We cannot accept any bid higher than this rate.

Transportation between the recipient's place of residence and the Adult Day Care Center.

SALT LAKE COUNTY REQUEST FOR BID & RESULTING CONTRACT

Legal Company Name <input type="text"/>		Federal Tax Identification Number (DO NOT list social security numbers) <input type="text"/>	
		Pursuant to GRAMA, the Federal Tax Identification Number shall be classified as a "Private Record".	
Ordering Address <input type="text"/>	City <input type="text"/>	State <input type="text"/>	Zip Code <input type="text"/>
Remittance Address <input type="text"/>	City <input type="text"/>	State <input type="text"/>	Zip Code <input type="text"/>
Type € Corporation € Proprietorship € Partnership € Government		Company Contact Person <input type="text"/>	
Telephone Number (include area code) <input type="text"/>	Fax Number (include area code) <input type="text"/>	E-mail Address <input type="text"/>	
Early Payment Discount Terms <input type="text"/>	Days Required for Delivery after Receipt of Order (see attached specifications for any required minimums) <input type="text"/>		
Company's Internet Web Address <input type="text"/>			
I certify that to the best of my knowledge the information contained in this solicitation is accurate and complete and that I have the legal authority to commit this agency to a contractual agreement. I realize the final funding for any service is based upon funding levels and the approval of the Mayor of Salt lake County.			
Vendor Authorized Representative Type or Print Name <input type="text"/>		Date <input type="text"/>	
		Position or Title <input type="text"/>	

<p>The electronic signature on record with RFP Depot constitutes the signature for these documents.</p>	<p>REASONABLE ACCOMMODATIONS: Reasonable accommodations (including auxiliary communicative aids and services) for individuals with disabilities will be provided upon receipt of a request within three working days notice. For assistance, please call V/468-2351; TDD 468-3600.</p>

This form serves as a substitute W-9 Form

IN WITNESS WHEREOF, the Parties have executed this agreement this _____ day of _____, 200__.

SALT LAKE COUNTY

By _____
Mayor Peter Corroon or Designee

STATE OF UTAH)
 :ss
County of Salt Lake)

On this _____ day of _____, 200__, personally appeared before me _____, who being by me duly sworn did say, that s/he is the _____ of Salt Lake County, Office of Mayor, and that the foregoing instrument was signed on behalf of Salt Lake County, by authority of law.

NOTARY PUBLIC, residing in
Salt Lake County, State of Utah

{SEAL}

Standard Form Contract No. "SLCo DA 2005-5029"
Approved as to Form, Ofc of District Attorney, 29 Jul 05

REASONABLE ACCOMMODATIONS: Reasonable accommodations (including auxiliary communicative aids and services) for individuals with disabilities will be provided upon receipt of a request within three working days notice. For assistance, please call V/468-2351; TDD 468-3600.

TERMS AND CONDITIONS

Salt Lake County ordinances limit campaign contributions to county candidates by individuals or businesses contracting with Salt Lake County. In order to avoid criminal penalties, please check the County's website, www.slco.org, for details of the County's rules concerning political campaign contributions and contracting.

These general terms and conditions shall apply unless otherwise more specifically provided for in any of the attached specifications.

1. **PREPARATION OF BIDS:** (a) Failure to examine any drawings, specifications and instructions will be at bidder's risk. (b) All prices and notations must be printed in ink or typewritten. No erasures permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent and must be initialed in ink by person signing bid. (c) Price each item separately. Unit price must be shown and a total price must be entered for each item. In the event of a discrepancy in the extension of unit prices, unit prices shall govern. (d) Any manufacturers' brand names, trade names, catalog numbers, "or equals" used in the specifications are intended to establish and describe general performance levels and standards. Such references are not intended to be restrictive, and bids are invited on these and comparable brands and models of products of any manufacturer. Any other brands or models substantially equivalent to those specified will be considered for award. The Purchasing Agent reserves the right to determine equivalency with recommendations from the using agency. (e) Delivery time promised by bidder must be a part of the bid and adhered to if awarded the contract. (f) By signing the bid, the bidder certifies that all of the information provided is accurate, and the prices bid are correct. (g) All items bid must be new and unused unless otherwise specified. (h) The bid form must be signed, including all information required in the signature block on the bid cover page. Bidder acknowledges that it has read the entire bid documents and accepts the terms and conditions as stated. Any modifications to the bid document's terms and conditions MAY render the bid non-responsive. Bidder also acknowledges that this bid solicitation shall be a part of any awarded contract with Salt Lake County.

2. **SUBMISSION OF BIDS:** (a) Bids must be signed in ink and placed in a sealed envelope with the quote number and date of bid opening marked on the outside of the envelope. (b) Bids, modifications or corrections, unsealed or received after the closing time specified will not be considered. (c) Only bids submitted on authorized County bid forms will be considered. (d) All charges for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be expressly included and itemized in the bid in order for the County to pay for the same under an awarded contract. (e) By submitting its bid, bidder agrees that all costs associated with preparation of its bid shall be the bidder's sole responsibility and County shall have no obligation to pay bidder's bid preparation costs for any reason whatsoever. (f) Bids that are not signed or do not include all of the enclosed Terms and Conditions may be deemed non-responsive and will not be considered for the award of the contract. (g) All bids are to be firm for 90 days from the date of bid opening, unless other reasonable times are stated as part of the County's specifications. (h) All purchases are made according to County ordinances and purchasing policies.

3. **COMPLIANCE:** Bidder agrees to comply with all federal, state and local laws, rules and regulations during the term of the contract and will comply with any required changes in the laws within 180 days.

4. **BONDS:** The County reserves the right to require the bidder to provide a bid bond, a supply contract bond, a performance bond and/or a payment bond in an amount or amounts set by the County. If such a bond is required in the attached specifications, list the price of the bond as a separate item. Bonds must be written by a corporate surety authorized to do business in the State of Utah and be in a form acceptable to the County. If County requires bonding, County must be named as a loss payee.

5. **SAMPLES:** Samples, when required, must be furnished free of expense to the County. If not destroyed by testing, they may be returned, if requested in the bid submittal, at the bidder's expense.

6. **AWARD OF CONTRACT:** (a) The contract will be awarded to the most responsible, responsive bidder making the lowest and/or best bid conforming to the specifications. County shall have sole discretion to determine the responsibility of bidders, and the responsiveness of bids. (b) Unless specifically stated otherwise in this bid, the County may accept any item or group of items, or overall low bid. County also reserves the right to award to more than one bidder. Bids will not be evaluated and accepted only upon an "all or nothing" basis, unless the bidder specifically states that its bid must be accepted on that basis. (c) County shall have the right to cancel this solicitation at any time before award of contract for any reason, or reject all bids.

County may also waive any informality, technicality, or irregularity in bids that does not affect or render ambiguous price, quantity, quality, or delivery. (d) County's acceptance of a bid shall create a binding contract, dating from the time of acceptance. Acceptance shall occur upon award of a contract by official action of the County, and execution of a contract by the authorized County official(s). (e) The County will post the intent to award tabulation documents at www.slco.org/cp.

7. **LAWS OF UTAH:** The contract shall be governed by the laws of the State of Utah and the ordinances of Salt Lake County. All actions, including but not limited to court proceedings, administrative proceedings, arbitration and mediation proceedings, shall be commenced, maintained, adjudicated and resolved within the jurisdiction of the State of Utah, Third District Court, Salt Lake County.

8. **ASSIGNMENT AND SUBCONTRACTING:** Vendor shall not assign or transfer its duties of performance nor its rights to compensation under this contract without the prior written approval of County. Vendor shall not subcontract for its performance under this contract without the prior written consent of County.

9. **WARRANTY:** Bidder expressly warrants that the merchandise will conform to its description and all specifications, shall be of good merchantable quality, and fit for the known purpose for which it is required. This warranty is in addition to any standard warranty or service guarantee given by the bidder to the County. Said warranties shall be in addition to any warranties express or implied under the laws of the State of Utah. Bidder warrants and assumes full and sole responsibility for all products that it licenses, contracts, or sells to the County under this Contract for a period of one year, unless otherwise specified. Bidder acknowledges that all warranties provided under the Uniform Commercial Code of the State of Utah apply to this contract. Product liability disclaimers and/or warranty disclaimers by bidder are not applicable to this contract unless otherwise specified and accepted in writing by the County. Remedies available to the County include, but are not limited to, the following: The contractor will repair or replace, at no charge to the County, each and every nonconforming product upon discovery of the nonconformance and written notice from the County. If the repaired and/or replaced product does not meet the specifications and is not accepted by the County, the contractor will refund the full amount of all payments previously made by the County. Nothing in this warranty section will be construed to limit any rights or remedies the County may otherwise have under this contract or pursuant to law.

10. **RISK OF LOSS:** Title to the equipment or goods shall at all times be and remain with the successful bidder and said bidder shall bear the entire risk of loss, damage, destruction or theft of the equipment or goods, until delivered to the County at the designated delivery location. After delivery, County shall assume the risk of loss for the equipment or goods ONLY to the extent of the County's negligence during the fifteen (15) days discovery period prior to acceptance or rejection by the County. "Acceptance" is defined as the time when County signifies to the successful bidder that the equipment or goods delivered satisfactorily conform to the specifications of the resulting contract.

11. **PROTESTS:** Persons who are aggrieved by the written specifications or recommended award may protest to the Purchasing Agent. A protest in regard to the specifications of a Request For Bid shall be submitted, in writing, prior to the opening of the bids. All other protests shall be submitted, in writing, within five (5) working days after the aggrieved person knows or should have known of the recommended award. Protest letters should specifically state completely the facts that constitute error in the specifications or the intent to award and the desired remedy. Further details are set forth in section 3.20.140, Salt Lake County Code of Ordinances, 2001.

12. **CONFLICT OF INTEREST:** Any officer, employee, agent, representative or member of the council, board, committee, or commission of the county must disclose any interest or conflict they have in this bid as required by the Utah Public Officer's and Employee's Ethics Act, Utah Code Ann. § 67-16-1, et seq.; the County Officers and Employees Disclosure Act, Utah Code Ann. § 17-16a-1, et seq., and Chapters 2.07 (Salt Lake County Ethics Code), 3.16.120, and 3.20.060, Salt Lake County Code of Ordinances, 2001. Bidder certifies that neither bidder nor anyone in its firm or company has either directly or indirectly restrained free and competitive bidding, participated in any collusion, or otherwise taken any action unauthorized by the Salt Lake County Purchasing Ordinances or applicable law. The disclosure document is found at www.slco.org and must be included in your bid.

13. **LICENSING:** The successful bidder is responsible, at its sole expense, to acquire, maintain and renew during the term of the contract, all necessary permits, licenses and/or certifications required for its lawful performance of its duties and obligations under the contract.

14. **REGISTRATION:** Bidder must be registered with the Utah Division of Corporations and Commercial Code and shall maintain this registration active and current through the term of the contract. This provision shall apply whether the bidder is doing business as an individual, association, partnership, limited liability company, corporation, or otherwise. All forms and information on registration may be obtained by calling (801) 5304849 or toll free at 877-526-3994 or by accessing www.commerce.utah.gov.

15. **TAXES AND CONSTRUCTION MATERIALS EXEMPTION:** Construction materials to be installed by Salt Lake County's employees, unless otherwise noted, receive sales tax exemption. Sales tax will not be calculated in the bid price to the County. If there is a change and non-County persons perform the installation, the County must remit the appropriate sales tax to the State Tax Commission. Salt Lake County's Sales Tax License Number is D90704. Salt Lake County certifies that the tangible personal property or services purchased are to be paid directly with funds from the entity noted on the purchase order and will be used in the exercise of Salt Lake County essential functions as a local government entity. The exemption certificate must be completed by an individual authorized to sign a purchase order on behalf of the County.

16. **PUBLIC INFORMATION:** Bidder acknowledges that County is a governmental entity subject to the Utah Government Records Access Management Act ("GRAMA"), Utah Code Ann. §§ 63-2-101, et seq. As a result, this bid, any awarded contract, or other documents associated with this bid, may be deemed public documents subject to disclosure.

17. **PROPRIETARY INFORMATION:** Bidders are required to mark and identify specific proprietary information contained in their bids that is not to be disclosed to the public or to be used other than for bid evaluation purposes. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is proprietary and should be protected. Price and service elements will not be considered proprietary. County will make the final determination with regard to disclosure.

18. **RECORDS:** Contractor will maintain or supervise the maintenance of all records necessary to properly account for the payments made to the contractor authorized by this contract. Contractor agrees to allow access to the County of all records relating to this contract for auditing and monitoring of services. Such access shall be during reasonable business hours.

19. **REQUEST FOR BIDS AND BID SUBMITTAL:** The contract shall include all of the provisions and specifications of this request for bids, all addenda and the vendor's bid. In the event of any inconsistency between the terms and conditions of the Request for Bids and Resulting Contract (RFC) and the bid submittal, the RFC shall control unless a separate exceptions sheet is executed by both parties modifying the terms and conditions of the RFC, in which event the exceptions sheet shall control.

20. **PRICES:** Prices are firm for the duration of this contract and are FOB Salt Lake County's designated delivery location. The vendor acknowledges that the County reserves the right to adjust any invoice that reflects incorrect pricing.

21. **TRANSPORTATION:** Transportation charges must be prepaid by vendor. Vendor shall also bear risk of loss or damage and must carry property damage and liability insurance covering items subject to this order and carriage until delivered to County's FOB designated delivery location.

22. **INVOICING:** Invoices are to be submitted, in duplicate, directly to the ordering division or agency, unless otherwise specified in the specifications attached hereto, with payment to be made by the Salt Lake County Auditor. References on the invoice should note the ordering agency or division's name and purchase order number or contract number.

23. **QUALITY:** Materials other than those specified on the order must not be substituted without County's prior written authorization. If materials are rejected, they will be held for disposition at vendor's sole risk and expense, notwithstanding prior payment.

24. **STOCK:** Vendor guarantees that a stock will be maintained within Salt Lake County for the sole use of Salt Lake County or that delivery will be guaranteed within a five working-day period. Unusually large order quantities will be exempt from the foregoing requirement, but must be delivered no later than 10 days after the receipt of the order unless another term is specified. If any unusual delays are anticipated due to strikes, shortages, etc., the Division of Contracts and Procurement shall be notified immediately.

25. **INDEMNIFICATION:** Vendor agrees to indemnify and hold harmless and defend Salt Lake County, its officers, agents, and employees from and against any and all losses, damages, injuries, liabilities, and claims, including reasonable attorney fees, for personal injury or death, damages to personal property and liens of workmen and material, but only to the extent such damages result from or arise out of the negligence or wrongful acts of vendor, its employees, subcontractors, or agents in the performance of this contract.

26. **TERMINATION FOR CONVENIENCE:** County reserves the right to terminate this contract, in whole or in part, at any time during the term or any additional terms whenever County determines, in its sole discretion that it is in the County's interest to do so. If County elects to exercise this right, County shall provide written notice to the vendor at least thirty (30) days prior to the date of termination. Upon such termination, the vendor shall be paid for all services up to the date of termination. Vendor agrees that the County's termination for convenience will not be deemed a termination for default nor will it entitle the vendor to any rights or remedies provided by law or this contract for breach of contract by the County or any other claim or cause of action.

27. **TERMINATION FOR CAUSE:** The County reserves the right to cancel the contract upon written notice to the vendor for unauthorized substitution of product, excessive delays in filling orders, poor quality or failure to perform as outlined in the specifications of this solicitation for material breach of any term or condition of this contract, or other event of default. Termination for cause may be immediate; or alternatively, the County may provide written notice of the default with a period in which the vendor may cure the default.

28. **INDEPENDENT CONTRACTOR:** The relationship of County and awarded bidder shall be that of an independent contractor status. Each party shall have the entire responsibility to discharge all of the obligations of an independent contractor under federal, state and local laws, including but not limited to, those obligations relating to employee supervision, benefits and wages; taxes; unemployment compensation and insurance; social security; worker's compensation; disability pensions and tax withholdings, including the filing of all returns and reports and the payment of all taxes, assessments and contributions and other sums required of an independent contractor.

29. **EQUAL OPPORTUNITY:** Bidder, and all persons acting on its behalf, shall comply with all federal, state and county laws, rules and regulations governing discrimination and employment and shall not discriminate in the engagement or employment of any person or in the application for employment of any person in violation of any of the applicable laws.

30. **SEVERABILITY AND AMENDMENT:** If any provision of this contract or the bid specifications is declared by a court to be illegal or in conflict with any law, such provision shall be ineffective to the extent of such invalidity or prohibition, without invalidating the remainder of such provision or the remaining provisions of this contract. This contract shall not be modified or amended except in writing signed by the County and vendor.

Environmental Compliance Practices

Bidder/Vendor/Contractor Compliance Statement and Non-Debarment Certification

1. In compliance with Executive Order #2006-1, Salt Lake County has implemented environmentally responsible procurement practices. The County requires all persons, businesses, corporations and other entities doing business or entering into a contract with the County to comply with all federal, state and local environmental laws, rules and regulations. Compliance with environmental laws, rules and regulations is a relevant factor in evaluating the integrity and responsibility of a business. The county, in its sole discretion, may not solicit proposals from, award contracts to, procure, or otherwise enter into business arrangements with any person, business, corporation or other organization that is noncompliant. If a bidder, vendor or contractor is: suspended, proposed for debarment, debarred, ineligible or excluded from contracting with another government entity due to environmental non-compliance, the County in its sole discretion, may deem the bidder, vendor or contractor non-responsible and decline to award a contract.

2. Based on the foregoing, the bidder/vendor/contractor certifies, to the best of its knowledge, that neither the bidder/vendor/contractor nor any owner, officer or agent of the bidder/vendor/contractor:

- 2.1 is presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from the award of a contract or purchase by any federal, state or local agency based on a finding, determination, notice of violation or order of environmental non-compliance;
- 2.2 is presently indicted or charged by a government entity in a criminal, civil or administrative proceeding with the commission of any offense, violation, or failure to comply with any federal, state, or local environmental law, rule or regulation, indicating a lack of business integrity or business honesty affecting its responsibility as a county contractor;
- 2.3 has, within the last three (3) years, been convicted, or had a civil judgment or administrative order rendered against it for any offense or violation, including but not limited to environmental noncompliance, indicating a lack of business integrity or business honesty affecting its responsibility as a county contractor;
- 2.4 has, within the last three (3) years, had a contract/purchase terminated due to an act or omission, including but not limited to environmental non-compliance, demonstrating a lack of business integrity or business honesty affecting its responsibility as a county contractor.

3. Bidder/vendor/contractor shall require any subcontractor/supplier to disclose in writing, whether at the time of the award of the subcontract, the subcontractor complies with the certification requirements in subparagraphs 2.1, 2.2, 2.3 and 2.4 above.

4. Bidder/vendor/contractor shall immediately notify the county in writing if, at any time before the award, the bidder/vendor/contractor learns that its certification was erroneous when submitted or has since become erroneous because of changed circumstances.

5. If it is later determined that bidder/vendor/contractor knowingly rendered an erroneous certification under this provision, in addition to other available remedies, the county in its sole discretion, may terminate the contract/purchase for default.

District Attorney No. 2008-5129
Date approved: May 13, 2008

Preference Given for Local Business

The County Council passed a policy that County purchases shall be awarded through a local preference system.

A local preference may accrue to a vendor who submits the low, responsive price for a goods and/or services contract if other factors are met. To be considered for a preference, offerors must agree to provide a complete and signed Local Certification Form, which includes a street address within the County that is not a post office box, a copy of a current business license issued by the County or any of the cities within the boundaries of the County and proof of registration with the State of Utah of an authorized agent to accept service of process. In addition, offeror must maintain local business status and current business license as required for the period of the contract. Completion of required information under the Alternative A portion of this document shall serve as compliance of submittal of a Local Certification Form.

For the preference to apply, the preferred offerors price cannot be higher than 104% of the lowest offeror who does not claim a preference for award of this contract if the total amount of the contract is under \$250,000. If the amount of the contract is between \$250,001 and \$1,000,000 the offerors price cannot be higher than 101% of the low offeror who does not claim a preference for this award of contract. For contracts of \$1,000,001 and greater, the preferred offerors bid cannot be higher than \$50,000 of the low offeror who does not claim a preference for award of this contract.

- € **Alternative A** shall be to complete a signed Local Certification Form, which includes a street address within the County that is not a post office box, a copy of a current business license issued by the County or any of the cities within the boundaries of the County and proof of registration with the State of Utah of an authorized agent to accept service of process. If marking this box as requesting Alternative A, please complete the Local Certification Form on page 2 of this Attachment A and submit required documentation with bid response.
- € **Alternative B** Marking this box as Alternative B the vendor is choosing not to submit under a local preference.

If no Alternative A bids are submitted or the Alternative A bid does not fall within the limits shown above, the bid will be awarded to the lowest responsive responsible bidder without preference.

Vendors may qualify for either the health care preference or the local business preference, but not both.

If required documents are not submitted with the solicitation requesting Alternative A preference, documentation must be provided within (5) five days after being notified that their bid is under consideration for award based upon this preference. If the documentation is not received within the five-day limit, the County will disqualify the preference status.

The County will have the right to monitor the contractors compliance with requirements for local preference status. Violation of this contract condition shall be the basis for immediate termination of the contract for default by the contractor.

Local Preference Certification Form

(Offeror to provide documentation qualifying them for local preference as stated)

Company Name:

Street Address:

Signature of Authorized Agent:

Proof of Registration with the State of Utah:

Copy of Business License within Salt Lake County Attached: ☐ Yes ☐ No

Business License Number:

Business License Issue Date:

HEALTH CARE PREFERENCE

Services may be awarded through a preference system; services may include goods and services. A preference may accrue to a vendor who submits the lowest responsive bid to this solicitation for a service contract if other factors are met. Vendors may agree to provide catastrophic health benefits to his/her employees for the period of time covered under this contract to receive a preference.

For the preference to apply, the preferred vendor's bid cannot be higher than 104% of the low vendor who does not claim a preference for award of this contract if the total amount of the contract is under \$250,000. If the amount of the contract is between \$250,001 and \$1,000,000 the preferred vendor's bid cannot be higher than 101% of the low vendor who does not claim a preference for this award of contract. For contracts of \$1,000,001 and greater, the preferred vendor's bid cannot be higher than \$50,000 of the low vendor who does not claim a preference for award of this contract.

Vendor may submit bids as described below. Vendors are not required to submit both alternates but may submit bids under either format. If vendors wish to submit under both alternatives, they may do so. The formats are:

Alternate A shall be the vendor's bid to provide services under the contract while providing their employees with a minimum catastrophic health care benefits.

Alternate B shall be the vendor's bid to provide services under the contract but not providing their employees with catastrophic health benefits.

Vendors are to mark the appropriate line by either Alternate A or B on the price schedule.

If there are no Alternate A bids submitted or the Alternate A bid does not fall within the limits shown above, the bid will be awarded to the lowest responsive responsible vendor without preference.

A copy of the health benefits certificate or a letter signed by the vendor's carrier detailing coverage and dates of coverage of the catastrophic health benefits must accompany this bid package to have the preference request accepted. If not submitted with the bid package under Alternate A, evidence of catastrophic health benefits must be provided within five days after being notified that their bid is under consideration for award.

If the proof is not received with the five-day limit the County will withdraw their preference status. The health benefit must be in effect prior to submission of the bid package.

The County will have the right to monitor the vendor's compliance when providing the health benefit. Violation of this contract condition shall be the basis for immediate termination of the contract for default by the vendor.

Vendors may qualify for either the health care preference or the local business preference, but not both.

*Catastrophic Health Benefits" are defined in County policy as a policy of insurance for health care coverage of all medical-related expenses arising from catastrophic events, and which shall provide for coverage of affected employees and their families after payment by said employees of initial charges of \$3,000 for a single covered individual for medical costs arising out of any one catastrophic event, and initial charges of

\$5,000 of two or more covered individuals for medical costs arising out of any one catastrophic event.

Check one of the following:

☐ ***Alternate A – Bid to provide services while providing employees catastrophic health benefits. Yes, I am claiming the preference.***

☐ ***Alternate B – Bid to provide services while NOT providing employees catastrophic health benefits. No, I am not claiming the preference.***

REQUEST FOR BID AND RESULTING CONTRACT (RFC)

BID #AE09 – ADULT DAYCARE AND TRANSPORTATION SERVICES

GENERAL REQUIREMENTS

1.0 SCOPE:

Salt Lake County Contracts and Procurement, on behalf of Aging Services invites your company to bid on a contract to provide **ADULT DAYCARE AND TRANSPORTATION SERVICES** for “The Alternatives Program” and the “Caregiver Support Program” administered by Salt Lake County Aging Services. These programs directly purchase needed services for clients from a pool of approved providers. Bidders are not required to provide all of the services available and may bid on specific services only. The listing of approved contractors providing services is established as a result of contracts from eligible bidder applications received for this Request for Bid and Resulting Contract (RFC).

Services for Adult Daycare shall be provided on a regularly scheduled basis, for one (1) or more days per week, in an outpatient setting, encompassing social and nutritional services needed to ensure the optimal functioning of the individual. Services shall meet such standards of service as established by the State of Utah for the provision of these activities. Transportation services between the client’s place of residence and the Adult Daycare Center may also be required.

The Alternatives Program (TAP) offered through the County’s Aging Services Division, provides community services in the home in order to avoid the unnecessary or premature institutionalization of elderly and disabled adults. Elderly or disabled adults 18 years of age and older who meet established income and asset guidelines may qualify as eligible TAP clients. Individual clients are determined eligible regardless of race, ethnicity, religion or gender.

TAP client needs are objectively determined through a comprehensive assessment process. Case Managers work with clients and their families to develop a treatment package that will meet clients’ needs. Case Managers explore available community supports and programs and only authorize The Alternatives Program services when no other funding source is available.

The Caregiver Support Program provides temporary assistance to caregivers of frail older individuals. Caregivers may be 18 years of age or older. Caregivers are identified and offered services that include information, assistance, counseling, training, support groups, respite and supplemental services. Respite and supplemental services are objectively identified through an assessment process and are arranged for by Case Manager personnel of the Caregiver Support Program. Individual clients are determined eligible regardless of race, ethnicity, religion or gender. Respite and supplemental services are intermittent, limited, and may be provided to the care recipient as a means of relieving the caregiver’s stress. Care recipients must be 60 years of age or older.

Salt Lake County assures that these programs will provide technical assistance upon request to enable the successful bidder to meet the requirements of this agreement. All requests for technical assistance and action taken shall be responded to in a timely manner and in no case longer than thirty (30) days.

REQUEST FOR BID AND RESULTING CONTRACT (RFC)

BID #AE09 – ADULT DAYCARE AND TRANSPORTATION SERVICES

2.0 CONTENTS:

If any provision or specification in this "Request for Bid and Resulting Contract" (RFC) is ambiguous or is disputed by a bidder, the bidder must notify the County Contracts and Procurement Division prior to the opening of the bids. No dispute or protest concerning the ambiguity of these bid specifications or provisions of this RFC shall be accepted following opening of the bids.

3.0 CONTRACT TERM:

The contract resulting from this solicitation will become effective on the date of execution for a term of one (1) year and may be renewed for an additional two (2) one year terms upon the same terms and conditions. Renewals will be initiated at the sole discretion of the County and completed in writing with mutual consent.

4.0 CONTRACTUAL AGREEMENT:

Upon acceptance of this bid, which includes the submission of all required attachments, the submitted documents and the bid specifications and attachments become the resulting contract. No binding agreement will exist between parties until the bid agreement is executed by both parties. Award of the contract may be withdrawn if the bidder does not submit all required documentation and certification.

The resulting contract shall be subject to and incorporate the provisions of the contract which apply to subcontractors between the State of Utah, #100060 and Salt Lake County, AE09259C for these services. The contract between the State and the County will expire on June 30, 2010, and the resulting providers from this solicitation shall (will be expected to) comply with the new agreement between the County and the State of Utah effective July 1, 2010. Resulting providers agree and understand that the County will enter into new contracts with the State, at least annually, commencing on July 1st of each year. Resulting providers agree and understand that they shall comply with the terms of those subsequent contracts entered into between the County and the State for as long as they remain a provider. A copy of the current contract may be obtained from the office of Salt Lake County Contracts and Procurement by emailing a GRAMA request to Valerie Warren at vwarren@slco.org.

5.0 ANNUAL PURCHASES:

No minimum or maximum quantity or purchases under this contract(s) can be specified. For information purposes only and not as a guarantee of usage by the County, approximate annual amount under this contract(s) may collectively be **\$150,000.00**.

6.0 AWARD:

The County reserves the right to do a multiple award by awarding multiple contracts to the responsive, responsible bidders meeting specifications and minimum qualifications. All qualified bidders meeting all bid criteria and certifications may be awarded a contract. Purchases will be made based upon agency criteria such as service, price, availability, location, etc.

7.0 PRE-BID CONFERENCE:

A pre-bid conference will be held on Thursday, September 3, 2009 10:00 am MDT, Mayor's Operations Conference Room N-4100., 2001 S. State Street, Salt Lake City, UT.

Attendance is not mandatory but it shall be the sole responsibility of the bidder to attend this conference. Bidders not attending do so at their own risk. The questions submitted, along

REQUEST FOR BID AND RESULTING CONTRACT (RFC)

BID #AE09 – ADULT DAYCARE AND TRANSPORTATION SERVICES

with any other additional information pertaining to the clarification of specifications, will be discussed in detail at this conference. Bidders should thoroughly familiarize themselves with the entire bid document including specifications prior to attending the conference.

8.0 QUESTIONS:

Questions shall be submitted through BidSync by the due date and time posted. Changes to the specifications will be released in an addendum to the "Request for Bid and Resulting Contract".

9.0 PRICING:

The Alternatives and Caregiver Support Programs use a unit cost for the direct provision of services. The "Provider Bid Application" is the formal agreement that established a fixed reimbursement rate for each of the units of service delivered. Monthly reimbursement received by a subcontractor from the Alternatives Program and Caregiver Support Program is based on the number of actual units of service provided as authorized by the Case Manager. Providers will not be reimbursed for services rendered without prior authorization from Aging Services.

10.0 PRICE ESCALATION / DE-ESCALATION:

Prices stated must be firm for the initial one (1) year term of the resulting contract(s). The vendor may issue a written request for price escalation at least 60 days prior to expiration of the first term. Escalated prices may not exceed the established cap rate for that service as determined by The Alternatives Program and Caregiver Support Program. The request must include detailed documentation explaining and supporting the price change request. Price escalation is at the sole discretion of Salt Lake County Aging Services. Price decreases shall be passed on to the County immediately.

11.0 LICENSE REQUIREMENTS:

The Bidder must attach their current Department of Human Services License, Certificate of Employer's Liability Insurance, Fidelity Bond, Worker's Compensation and Employer's Liability Insurance, Automobile Liability Insurance, Business License, and a signed letter from your Health Insurance carrier (if applicable). Refer to the listing of required documents provided in Attachment #3, included with the "Background Statement".

12.0 REQUIRED INSURANCE POLICIES:

Vendor, at its own cost, shall secure and maintain during the term of this contract, the following minimum insurance coverage:

- (1) Commercial general liability insurance, written on an occurrence form, with the County and the State of Utah as additional insured, in the minimum amount of \$1,000,000 per occurrence with a \$2,000,000 general policy aggregate and \$2,000,000 products completed operations policy aggregate. The policy shall protect the County, the State of Utah, the Vendor, and any subcontractor from claims for damages for personal injury, including accidental death, and from claims for property damage that may arise from the Vendor's operations under this Agreement, whether performed by the Vendor itself, any subcontractor, or anyone directly or indirectly employed by either of them. Such insurance shall provide coverage for premises operations, acts of independent vendors, and completed operations.

REQUEST FOR BID AND RESULTING CONTRACT (RFC)
BID #AE09 – ADULT DAYCARE AND TRANSPORTATION SERVICES

- (2) Workers' compensation and employer's liability insurance sufficient to cover all of the Vendor's employees unless a waiver of coverage is allowed and acquired pursuant to Utah law. **This requirement includes vendors who are doing business as an individual and/or as a sole proprietor as well as corporations and partnerships.** In the event any work is subcontracted, the Vendor shall require its subcontractor(s) similarly to provide workers' compensation insurance for all of the latter's employees, unless a waiver of coverage is allowed and acquired pursuant to Utah law.
- (3) Commercial automobile liability insurance that provides coverage for owned, hired, and non-owned automobiles, with the County and the State of Utah as additional insured, in the minimum amount of \$1,000,000 per occurrence.
- (4) Fidelity Bond in the amount of at least \$10,000 providing coverage for all employees of the bidder who will be working under the contract.

The bidder agrees to meet the following requirements with respect to the insurance policies specified above:

- a. The policies shall be issued by insurance companies licensed to do business in the State of Utah and currently rated A- or better by A.M. Best Company.
- b. Bidders shall furnish certificates of insurance showing bidder's insurance coverage at the time of submitting the bid. If awarded the contract, the successful bidder(s) must submit additional certificates of insurance showing Salt Lake County and the State of Utah as additional insured as required.
- c. In the event Bidder fails to maintain and keep in force any insurance policies as required herein County shall have the right at its sole discretion to obtain such coverage and reduce payments to Bidder for the costs of said insurance.
- d. Any exceptions to these insurance requirements must be submitted to the County prior to bid opening.

The successful bidder(s) must provide the County with a certificate of said insurance coverage at the time of the contract award.

13.0 GENERAL INSURANCE REQUIREMENTS FOR ALL POLICIES:

13.1 Any insurance coverage required herein that is written on a "claims made" form rather than on an "occurrence" form shall (i) provide full prior acts coverage or have a retroactive date effective before the date of this Agreement, and (ii) be maintained for a period of at least three (3) years following the end of the term of this Agreement or contain a comparable "extended discover" clause. Evidence of current extended discovery coverage and the purchase options available upon policy termination shall be provided to the County.

13.2 All policies of insurance shall be issued by insurance companies licensed to do business in the State of Utah and currently be rated A- or better by A.M. Best Company.

14.0 NON-EXCLUSIVE CONTRACT:

The contract to be awarded shall be non-exclusive. Salt Lake County reserves the right to purchase at its discretion, any product or service covered by the resulting contract from other sources during the term of the contract.

REQUEST FOR BID AND RESULTING CONTRACT (RFC)
BID #AE09 – ADULT DAYCARE AND TRANSPORTATION SERVICES

15.0 BIDDER ASSURANCES:

- 15.1** Bidder assures compliance with all specifications of this RFC, and that all services shall be defined and provided in accordance with applicable Salt Lake County, State, and Federal provision within the United States are eligible to apply.
- 15.2** The Bidder will assure and certify with respect to this agreement that all eligible clients can be served and the bidder will abide by the provisions of Title VI and Title VII of the Civil Rights Act of 1964; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act (P.L. 101-336, 28 CFR Part 36); the Fair Labor Standards Act; the Hatch Act; the Age Discrimination Act of 1975; and will comply with the Immigration and Naturalization requirement to maintain a signed copy of the U.S. Citizenship and Immigration Services I-9 form for each employee. The bidder will assure that it will maintain a drug-free workplace in compliance with the requirement of 45 CFR, Part 76. The Bidder agrees to abide by Utah Executive Order dated June 30, 1989, which prohibits sexual harassment in the work place. The bidder shall comply with the provisions of Utah Indoor Clean Air Act Section 26-38-1 et. Seq., Utah Code Annotated, 1953, as amended, relative to smoking in public and other places. The bidder agrees to abide by 13-7-1 through 4, UCA, prohibiting discrimination on the basis of race, color, sex, religion, ancestry or national origin.
- 15.3** Bidder will assure that program Case Managers receive notification of whether a client can be accepted for services within one (1) working day. Once a client has been accepted for services, Bidder agrees to process the intake and initiate approved services within seven (7) days.
- 15.4** Bidder will assure that standards of service provision, licensure, and codes of behavior are established to protect eligible clients from unsafe or unhealthful conditions and/or unprofessional conduct. The Bidder agrees to follow and enforce the State of Utah Department of Human Services (DHS) Code of Conduct.
- 15.5** Bidder will assure compliance with the program administrative procedures for eligibility, reimbursement, reporting, auditing, monitoring according to Federal, State and County rules and regulations.
- 15.6** Bidder assures that it shall not conduct research involving employees or individuals receiving services under this agreement until such research and methodology has been approved by the Utah State Department of Human Services, Protection of Human Subjects Review Committee.
- 15.7** Bidder will assure that all employees assigned under this agreement will receive appropriate orientation and training, and that all applicable licensure and training for direct providers of services is provided and documented under procedures established by the State of Utah Nurse Practice Act and Medical Practices Act, the State Division of Aging and Adult Services, and Salt Lake County Aging Services rules and regulations, and other Federal, State, County or City licensing. and regulatory agencies. Bidder will assure that employees have had adequate training and exhibit sufficient skill and capability to meet the needs of the individual clients to whom they are assigned.

REQUEST FOR BID AND RESULTING CONTRACT (RFC)
BID #AE09 – ADULT DAYCARE AND TRANSPORTATION SERVICES

- 15.8** The bidder will assure that adequate supervision is provided for all direct service workers. The bidder is responsible for the supervision of all employees providing services under this agreement and for monitoring and documenting that services are provided in the type and amount authorized by the program Case Manager. Supervisor's credentials and frequency of review must comply with State, Federal and County licensure requirements for the service being provided.
- 15.9** Bidder supervisors will notify the program Case Manager of needed adjustment in authorized services and levels of service within one (1) working day. The program Case Managers will make the final decision on authorized changes. The Bidder will not impose any fees upon the customer for given services under this agreement except as authorized by the program Case Manager.
- 15.10** Bidder supervisors must observe the direct service worker on-the-job and determine client satisfaction within ninety (90) days after the initial assessment or assignment of a new direct service worker, and at a minimum of every three (3) months thereafter unless an earlier visit is necessary. A written copy of supervisory review notes will be submitted to these programs as requested.
- 15.11** Bidder will assure that services are available a minimum of five (5) days a week, for at least four (4) to a maximum of eight (8) hours of service per day.
- 15.12** Bidder will assure that the program Case Manager will be notified if a client consistently remains at the facility under 4 hours per authorized 8 hour day.
- 15.13** Bidder guarantees a constant and reliable workforce for provision of services under this agreement.
- 15.14** Bidder will assure that services are provided in compliance with the program Case Manager's authorized care plan. The direct service worker will teach the client and/or perform the tasks or services specified in the client's approved program Case Manager's care plan.
- 15.15** The Bidder shall make available to these programs, upon request, time records and client's progress notes documenting work accomplished, skills taught, problems or concerns and description, dates and duration of actual services provided.
- 15.16** Bidder will notify Case Managers within twenty-four (24) hours of any changes in clients medical, psychosocial or service needs including; but not limited to, institutionalization, living environment, formal and informal support systems, and death.
- 15.17** Bidder must include the cost of client meals, all social activities available to other clients, staff time, personal client assistance, documentation, and supervision time in the rates. Bidder must also include the cost of incontinence care including toileting every two (2) hours as needed, and changing incontinent pads.

REQUEST FOR BID AND RESULTING CONTRACT (RFC)
BID #AE09 – ADULT DAYCARE AND TRANSPORTATION SERVICES

15.18 The bidder assures they will allow the program Case Manager to authorize from an outside home health agency the provision of personal care assistance including bathing and grooming, if needed, at the facility.

16.0 REPORTING & PAYMENT INSTRUCTIONS:

The program will send providers a monthly statement of individual clients and the number of units and service they have been authorized to deliver. Monthly statements will be mailed by the 20th of each month in which services have been authorized. The statement will be sent to the providers either in writing, by electronic disk or via an excel e-mail attachment as determined by the program.

The provider agrees to complete the statement indicating the actual number of units provided for each client. The statement must then be returned to the program by the 6th working day of the following month of the month in which services were delivered. If the provider rendered services for clients who are not on the authorized list prepared by the program, or whose services were provided in previous months; they need to complete the Billing Addendum Form (may be obtained from Salt Lake County Aging Services). Charges will be denied for services submitted more than ninety (90) days after the due date for billing.

Providers should receive payment from Salt Lake County for services on a monthly basis, if bills are submitted within required time frames. Bills will be verified by the Case Manager for compliance with authorized services and service levels. If the information submitted is incomplete or incorrect, payment for incorrect portions of the bill will be delayed until the necessary corrections are submitted and approved for payment.

17.0 CONFIDENTIALITY:

Service providers shall have procedures to protect the confidentiality of information of the clients they serve. No information will be disclosed without the prior informed consent of an individual or his/her legal representative. Disclosures may be allowed by court order; in a court order the County Attorney representing Aging Services will determine right of disclosure. Disclosures may also be allowed for program monitoring by authorized Federal, State or local agencies (which are also bound to protect the confidentiality of client information) so long as access is in conformity with the Privacy Act of 1974. All client information shall be maintained in controlled access files. All client files and records related to this agreement shall be made available to Salt Lake County and/or the State of Utah upon request.

18.0 ERRORS IN PAYMENTS & INVOICING:

Bidder agrees that if during, or subsequent to, the contract period it is determined by Salt Lake County or the State of Utah, through audit or fiscal reviews, that payments to the bidder for services provided under this agreement were incorrectly reported or paid, Salt Lake County may amend the contract and adjust the bidder's payment rates for the remainder of the contract period or any renewal period. Any excess payments are, upon written request, immediately due and payable to Salt Lake County. In addition, bidder expenditures under this agreement determined by audit or fiscal review to be ineligible for reimbursement because they were not authorized by the terms and conditions of this agreement, or that are inadequately documented, and for which payment has been made to the bidder, will upon written request, be immediately refunded to Salt Lake County by the bidder. Bidder further

REQUEST FOR BID AND RESULTING CONTRACT (RFC)
BID #AE09 – ADULT DAYCARE AND TRANSPORTATION SERVICES

agrees that Salt Lake County shall have the right to withhold any or all subsequent payments under this or other contracts to the bidder until recovery of overpayment is made.

Invoicing: Providers are required to immediately notify the Alternatives and Caregivers Programs, in writing, whenever there is a change in the billing/invoicing personnel and/or address. All billing/invoices should be addressed to:

Tanya Whitaker
Salt Lake County Aging Services
The Alternatives Program
2001 S State St #S1500
Salt Lake City UT 84190-2300

Any questions regarding the billing process may be directed to Tanya Whitaker, The Alternatives Program Medical Billing Adjudicator at 801-468-2459.

19.0 INDEMNIFICATION:

Bidder agrees to release, defend, indemnify, and save harmless Salt Lake County, its officers, directors, principles, agents and employees and the State of Utah, its departments, officers, agents and employees from any and all liability, claims, suits, proceedings, losses, damages, injuries, judgments, settlements and expenses, including attorney's fees, costs of suit and expert witness fees and costs, which allegedly or do in fact arise out of the bidder's performance under this agreement, whether by negligence, omission, wrongful act or otherwise and whether raised by complaint, counterclaim, cross claim, third party actions, interpleaded or otherwise.

20.0 SALT LAKE COUNTY ASSURANCES:

- 20.1** Salt Lake County assures that these programs shall have the responsibility for auditing, monitoring and evaluating the provision of services provided under this agreement to determine compliance with the provisions of this agreement and other applicable Federal, State, or County laws or regulations. Reviews will be scheduled annually, but are not limited to once per year. A written evaluation will be forwarded to the bidder when significant quality assurance problems exist.
- 20.2** Salt Lake County assures that these programs will provide technical assistance upon request to enable the contractor to meet the requirements of this agreement. All requests for technical assistance and action taken shall be responded to in a timely manner and in no case longer than thirty (30) days.
- 20.3** Salt Lake County assures that these programs shall verify, by reviewing bidder records, that services billed are actually provided. These programs may review direct service workers' time sheets, customer records and billings.
- 20.4** Salt Lake County assures that these programs will make payments to the bidder following the procedures established. These programs agree to notify the bidder in writing at the time of denial of payment of the reasons for the denial of payment and of the actions that the bidder will need to take to bring about the release of withheld payments.

REQUEST FOR BID AND RESULTING CONTRACT (RFC)

BID #AE09 – ADULT DAYCARE AND TRANSPORTATION SERVICES

21.0 RANKING CRITERIA:

21.1 All qualified contracted providers will be ranked into three (3) categories based upon service unit costs. Contractors who submit the most competitive price (10% or more below the cap rate) will be listed in Group A and will be the first to receive referrals from The Alternatives Programs and the Caregiver Support program. Group B (5% to 9.99% below the cap rate) and Group C (0% to 4.99% below the cap rate) will be utilized in sequence only if the volume of referrals is too great for providers in Group A, or if the client chooses a provider from the group B and C categories. In addition, Contractors who provide catastrophic health insurance benefits to their employees will automatically be listed in Group A* with an asterisk regardless of their service unit cost ranking.

21.2 The Alternatives Program and Caregiver Support Program both operate under a client choice model and we allow clients to choose their service providers from our list of vendors, regardless of grouping. If the client does not have a preference, then we refer to unit costs and Groups A, B, and C for selection of the provider for that client.

21.3 Once a provider has been ranked according to cost, continued ranking and rate of referrals to the provider will be based upon quality assurance indicators gathered on an ongoing basis through survey's and agency audits. Information will be gathered from clients, family members, and clients' medical personnel, community agencies such as Adult Protective Services, Case Managers, and others. Quality Assurance Indicators are as follows:

22.0 QUALITY ASSURANCE INDICATORS:

22.1 BILLING

- 22.1.1 Submit billing in a timely manner, per contract requirements.
- 22.1.2 Assure the accuracy of monthly billings.
- 22.1.3 Notify Billing Adjudicator when organizational changes occur within the agency that affects Contractor billing.
- 22.1.4 Contractor billing staff will attend scheduled Billing Trainings at least once per year or as needed based on billing error rates as determined by the Medical Billing Adjudicator, or when new billing personnel is hired by contractor.

22.2 ACCESSIBILITY – Includes contractor's ability to:

- 22.2.1 Provide immediate notification within 24 hours or by the next working day of whether a client can be accepted for services.
- 22.2.2 Once a client has been accepted for services, process the intake and begin approved services on the agreed date.
- 22.2.3 Respond to Case Managers' issues within three (3) days.
- 22.2.4 Return telephone calls upon receipt of message.
- 22.2.5 Maintain the flexibility to serve customers with special needs, including but not limited to, medical, social, emotional, environmental and mental needs.

REQUEST FOR BID AND RESULTING CONTRACT (RFC)
BID #AE09 – ADULT DAYCARE AND TRANSPORTATION SERVICES

22.3 SERVICE QUALITY - Includes contractor's ability to:

- 22.3.1 Assure a constant and reliable workforce to provide adequate staffing patterns.
- 22.3.2 Assure adequate screening and supervision of facility staff.
- 22.3.3 Notify Case Managers when organizational changes occur within the agency that affects customer services.
- 22.3.4 Attend special individual case staffing, as deemed necessary by Case Managers.
- 22.3.5 Notify Case Managers of any significant changes in the customer's medical, psychosocial, or service needs within twenty-four (24) hours (e.g. hospitalization, death, and living environment).
- 22.3.6 Designate at least one (1) office staff person who can assure that Case Manager's questions or concerns will be researched, addressed and followed-up within a timely manner.
- 22.3.7 Demonstrate an understanding of customers' formal and informal support systems.
- 22.3.8 Understand that the program funds are "last resort" and will work with the program to access other available resources needed to meet customer's in-home service needs.
- 22.3.9 Send a written copy of supervisory review notes upon request.

22.4 QUALITY ASSURANCE (QA) INCIDENT REPORTS

- 22.4.1 Case Managers will complete a Provider Quality Assurance Incident Report for any serious unresolved client complaint they receive and any problems they have with a Provider. Provider will be contacted for every concern and their response recorded.
- 22.4.2 Three incident reports in a three month period will result in a site visit to evaluate relevant provider contractual requirements.

23.0 SUPPLEMENTAL STANDARD TERMS AND CONDITIONS

23.1 Authority – Provisions of this contract are pursuant to the authority set for in Title 63, Chapter 56, and Section 62-A-3-104 et seq. 1953, as amended, Utah State Procurement Regulations, and related statutes which permit the State of Utah to purchase certain specified services, and any other relevant Federal regulations, and any relevant provisions of the State of Utah and Salt Lake County.

23.2 Renegotiations or Modifications – This contract may be amended, modified, or supplemented only by written amendment to the contract, executed by the parties hereto, and attached to the original signed copy of this contract. No claim for services furnished by the contractor, nor specifically authorized by the contract, will be allowed by Salt Lake County.

23.3 Licensing and Standard Compliance – Contractor states that it currently meets all applicable licensing and applicable health, fire, safety, building, zoning,

REQUEST FOR BID AND RESULTING CONTRACT (RFC)
BID #AE09 – ADULT DAYCARE AND TRANSPORTATION SERVICES

and sanitation standards required by Federal or State of Utah laws or regulations and ordinances of Salt Lake County and the City in which the services are provided and will continue to comply with such licensing or other applicable standards and ordinances for the duration of this contract period.

23.4 Reduction of Funds – The maximum amount authorized by this contract may be reduced or contract terminated if required by Federal law, State of Utah law, Salt Lake County regulation or action, or if there is significant underutilization of funds; provided, however, the contract shall be reimbursed for all services performed in accordance with this contract prior to the date of notification of the reduction or termination. If funds are reduced, there will be a comparable reduction in the amount of services to be given by the contractor. Salt Lake County will give contractor 30 days notice of reduction.

23.5 Addition of New Qualified Providers - Salt Lake County has the option of adding additional qualified providers after the first term of this contract without re-bidding the contract if in its determination the current providers are not meeting quality assurance guidelines or cannot meet the demand for services.

23.6 Debarment and Suspension – The contractor assures that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this agreement by any Federal department or agency. Where the vendor is unable to certify to any of the statements in this certification, such shall attach an explanation to this agreement.

23.7 Public Funds / Public Monies – Monies, funds, and accounts, regardless of the source from which they are derived, that are owned, held, or administered by the state or any of its boards, commissions, institutions, departments, division, agencies, bureaus, laboratories, or other similar instrumentalities or any county, city, school district, political subdivision, or other public body. The terms also include monies, funds or accounts that have been transferred by any of the aforementioned public entities to a private contract provider for public programs or services. Said funds shall maintain the nature of “public funds” while in bidders possession.

23.8 Public Domain – Bidders are advised that Utah law and County ordinances provided that, upon the award of a contract subsequent to an Request for Bid, the contents of all bids received pursuant to said request may be placed in the public domain and become public records subject to examination by any interested parties in accordance to the Government Records Access Management Act (GRAMA), Utah Code Ann...63-2-101 et seq and County ordinance. Trade secrets and proprietary information, recognized by the County such, may be protected from public disclosure if Bidders clearly identify any part of their bids, which they claim to be proprietary information, trade secrets or other commercial information, or non-individual financial information that may be protected under GRAMA. After receipt and approval to become a contractor (receipt of all requested documents and attachments and approval by Salt Lake County) all bids are considered public documents, except those items specifically

REQUEST FOR BID AND RESULTING CONTRACT (RFC)
BID #AE09 – ADULT DAYCARE AND TRANSPORTATION SERVICES

identified as proprietary. All materials submitted by a Bidder in response to the County's Request for Bid will become the property of the County upon delivery and will be managed in accordance with GRAMA.

23.9 Bidder's Obligation – Bidder, as recipient of "Public funds" and "public monies" pursuant to this and other contracts related hereto, expressly understands that it, its officers, and employees are obligated to receive, keep safe, transfer, disburse and use these "public funds" and "public monies" as authorized by law and this Agreement for the provision of services to COUNTY. Bidder understands that it, its officers, and employees may be criminally liable under Utah Code Ann. '76-8-402, for misuse of public funds or monies. Bidder expressly understands that COUNTY may monitor the expenditure of public funds by Bidder. Bidder expressly understands that COUNTY may withhold funds or require repayment of funds from bidder for contract non-compliance, failure to comply with directives regarding the use of public funds, or the misuse of public funds or monies.

23.10 Contract Renewal – Contractor agrees, for any contract issued as a result of this contract, that Salt Lake County shall unilaterally have the right to initiate renewal of such a contract, in accordance with the provisions of the contract, at a level of funding to be determined at the time of the renewal.

23.11 Ethical Standards – Bidder represents that it has not: (a) provided an illegal gift or payoff to any County officer or employee, or former County officer or employee, or to any relative or business entity of a County officer or employee, or relative or business entity of a former County officer or employee; (b) retained any person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, other than bona fide employees of bona fide commercial agencies established for the purpose of securing business; (c) breached any of the ethical standards set forth in State statute or Salt Lake County's Ethics, Gifts and Honoraria ordinance (Chapter 2.81, Salt Lake County Code of Ordinances, 2001); or (d) knowingly influenced, and hereby promises that it will not knowingly influence, any County officer or employee or former County officer or employee to breach any of the ethical standards set forth in State statute or Salt Lake County ordinances.

23.12 Campaign Contributions – Bidder acknowledges the limits of campaign contributions by contractors to County candidates, pursuant to Chapter 2.72A, Salt Lake County Code of Ordinances (2001). Bidder also acknowledges and understands those limitations on campaign contributions mean that any person, business, corporation or other entity that enters into a contract or is engaged in a contract with the County is prohibited from making campaign contributions in excess of \$100 to County candidates during the term of the contract and during a single election cycle as defined in the ordinance. Bidder further acknowledges that violation of this prohibition may result in criminal sanctions as well as termination of this contract.

REQUEST FOR BID AND RESULTING CONTRACT (RFC)
BID #AE09 – ADULT DAYCARE AND TRANSPORTATION SERVICES

24.0 ADMINISTRATIVE AND REPORTING REQUIREMENTS:

The contractor shall maintain the records of service provision under this contract and statistical, fiscal and other records necessary for reporting and accountability required by Salt Lake County; and shall retain such records for at least four (4) years. After the last payment has been made on this contract, or until all audits initiated, within the four (4) years, have been completed.

25.0 CERTIFICATION:

By typing the submitters name on the "Bidder Information RFC Form" provided with this solicitation, bidder certifies that all applicable licensing and standards required by Federal or State of Utah laws or regulations and ordinances of Salt Lake County and the city in which the services are provided, including all bid information is complete and correct.

REQUEST FOR BID AND RESULTING CONTRACT (RFC)
BID #AE09305 – ADULT DAYCARE AND TRANSPORTATION SERVICES

ATTACHMENT #1

MINIMUM SERVICE STANDARDS ASSURANCE FORM

Providers must complete this form; please read all information carefully, fill in the agency name and address where appropriate, secure the requested signatures (by typing your name on this form, your signature will be considered an electronic signature) and indicate the date of the signing. . Minimum service standards and service definitions have been established for each type of service. Compliance with the standards is mandatory as affirmed by signing this form.

Any service funded by Salt Lake County Aging Services Area Agency on Aging (AAA) must be in compliance with the AAA service definitions except for specific standards for which compliance has been waived by the AAA according to prescribed policy.

I hereby enter this assurance of compliance

, (company name),

HEREBY ASSURES that all persons involved in implementing the service contract have read the minimum service definitions as listed in 21.0 DEFINITIONS in the "General Requirements" section of this solicitation for each of the services for which funds are being requested.

FURTHERMORE, the contractor assures that it is completely in compliance with all standards according to State of Utah, Federal and County rules and regulations: (check all services for which funding is requested)

☐ Adult Day Care Services

☐ Transportation

This assurance is given in consideration of and for the purpose of obtaining Federal and State funds, contracts or other financial assistance from the AAA. The contractor recognizes and agrees that any approved financial assistance will be extended based on agreements made in this assurance and that the AAA shall have the right to seek enforcement of this assurance.

This assurance is binding on the Contractor, its successors, transferees, and assignees.

Contractor Director

Contractor Coordinator (if appropriate)

Date

Date

REQUEST FOR BID AND RESULTING CONTRACT (RFC)

BID #AE09305 – ADULT DAYCARE AND TRANSPORTATION SERVICES

ATTACHMENT #2

ENROLLMENT AGREEMENT

This form is to be completed by all providers who wish to become eligible to receive payment for services provided under these programs.

PROVIDER INFORMATION:

1. Organization Legal Name

2. State License #

3. Federal ID#

4. Owner's Name

5. Date of Ownership

5A. % Owned

SERVICE ADDRESS:

6. Contact Person

8. Street Address

10. City State Zip
Code

12. Business Phone

14. Fax Number

16. Contact Person email

18. Number of years providing application services - For Profit:

20 – Employer/Owner or Agent Name

BILLING ADDRESS:

7. Contact Person

9. Street Address / P.O. Box

11. City State Zip
Code

13. Business Phone

15. Fax Number

17. Contact Person email

19. Number of years providing application services - For Non-Profit:

21 – Employer/Owner or Agent Title

22. By typing (or signing) your name on the Salt Lake County "Request for Bid and Resulting Contract (RFC)"

Bidder Information Page provided in BidSync with this solicitation, the signee certifies and/or agrees to all the conditions listed in the bid specifications and contractual agreement. The employer and applicant certify that signee has the authority to execute this agreement. Additional ownership information may be submitted on Attachment #3 "Background" if applicable.

REQUEST FOR BID AND RESULTING CONTRACT (RFC)
BID #AE09305 – ADULT DAYCARE AND TRANSPORTATION SERVICES

ATTACHMENT #3
BACKGROUND STATEMENT

Organization Name

Please provide in the space provided below the purpose of your agency, the history of providing the proposed services, and the number of staff available. Please include staff qualifications with your statement.

Owner's Name

Date of Ownership

% Owned

Owner's Name

Date of Ownership

% Owned

Owner's Name

Date of Ownership

% Owned

REQUIRED DOCUMENTS

A contract will be executed when all of the following documents are received and determined to be correct.

Check the box for the documents provided. Attach these documents electronically to your bid offering in BidSync. You may also send through mail carrier. When mailing, be sure to include the bid number and bid open date on the envelope; mail to:

Salt Lake County Contracts and Procurement
 2001 S State St Room N-4500
 SLC UT 84190-3100

€

UTAH DEPARTMENT OF HUMAN SERVICES LICENSE – If currently operating out of Utah, submit a copy of the comparable document from the state of operation. This contract will not be executed until Salt Lake County Aging Services received a copy of this license.

ANNUAL LICENSE REVIEW – submit the Utah State Department of Human

- € Services, Division of Licensing annual license review. If there are deficiencies, include the plan of correction submitted.
- € **ORGANIZATION POLICY** – submit copy of your policies relating to hiring, supervising and training of direct service staff. Bidder should label as Attachment #5
- € **CERTIFICATE OF LIABILITY INSURANCE** – Add Salt Lake County and the State of Utah as additional insured.
- € **WORKER’S COMPENSATION** – As required by the State of Utah.
- € **HEALTHCARE PREFERENCE REQUESTED** - If claiming the Health Care Preference, submit a signed letter from your health insurance carrier or agency stating that you have catastrophic health benefits for employees. Bidder should label as Attachment #6.
- € **FIDELITY BOND** – In the amount of \$10,000.00.
- € **AUTOMOBILE LIABILITY INSURANCE** -
If the Contractor does not operate a vehicle in connection with any services rendered under this Agreement; the County shall not require the Contractor to provide commercial automobile liability insurance.

Question and Answers for Bid #AE09305 - Adult Daycare and Transportation Services

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Aug 27, 2009 10:00:00 AM MDT