

11.3 Description of Garfield County public Health C.A.R.E.S. Project

11.3.1. EPA/Garfield County Public Health Contract

- Unsigned copy – no signed copy provided.
(20 pages)

11.3.2 Garfield County Public Health Request for Proposal

- RFP # GC-PH-09-R-15: Facilitation of Community Environmental Health Assessment
(14 pages)

11.3.3 Royce Arbour, Inc. (RAI) Proposal and Notarized Non-Collusion Affidavit

- RAI response to RFP # GC-PH-09-R-15 and signed Non-Collusion Affidavit
(20 pages)

11.3.4 Royce Arbour, Inc. Contract and Acceptance Letters

- GCPH Letter of Acceptance to RAI and RAI Letter of Acceptance to GCPH
(2 pages)

11.3.5 Royce Arbour, Inc. Contract Amendments and Extensions of Timeframe

- Signed Contract Agreement and Terms and Conditions
(6 pages)

11.3.6 Royce Arbour, Inc. Original and Revised Tasks/Timelines

- Original Anticipated Tasks 2009, to be completed by September 2010
(2 pages)
- First revision of Anticipated Tasks, to be completed by December 2009
(4 pages)
- Second revision of Tasks completed in 2009 and Anticipated Tasks for 2010
(4 pages)
- Anticipated Tasks extension, July-October 2010
(2 pages)

11.3.7 Royce Arbour, Inc./ Colorado School of Public Health Non-Disclosure Agreement

- Colorado School of Public Health (CSPH) signed copy
(3 pages)

11.3.1. EPA/Garfield County Public Health Contract

- Unsigned copy – no signed copy provided.
(20 pages)

CONTRACT/ORDER FOR COMMERCIAL ITEMS/Services				1. REQUISITION NUMBER	PAGE 1 OF 5
2. CONTRACT NO. GC-PH-09-C-18		3. AWARD/EFFECTIVE DATE 18-May-2009		4. ORDER NUMBER	
5. SOLICITATION NUMBER GC-PH-09-R-15		6. SOLICITATION ISSUE DATE		7. FOR SOLICITATION INFORMATION CALL A NAME: Matthew Anderson B TELEPHONE (No Collect Calls): 970-384-5012	
8. OFFER DUE DATE/LOCAL TIME		9. ISSUED BY Garfield Country/Contract Administration 108 8 th ST, STE 403 Glenwood Springs, Co 81601 PHONE: 970-384-5012 X4012 EMAIL: manderson@garfield-county.com		10. DELIVERY FOR FOB DESTINATION UNLESS BLOCK BELOW IS MARKED. <input type="checkbox"/> IF BLOCK IS MARKED SEE SCHEDULE	
11. DISCOUNT TERMS NET 30		12. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		13. DELIVER TO: CODE: <input type="text"/>	
14. ADMINISTERED BY: CODE: <input type="text"/>		15a. CONTRACTOR/OFFEROR CODE: <input type="text" value="1407"/> FACILITY: <input type="text"/>		16a. PAYMENT WILL BE MADE BY: CODE: <input type="text"/>	
16b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM		17. ITEM NO.		18. SCHEDULE OF SUPPLIES/SERVICES	
18a. Garfield Country/Public Health 195 W 14th Street Rifle, CO 81650 ATTN: Jim Rada 970-625-5200 X8113		19. QUANTITY		20. UNIT	
19a. Royce Arbour, Inc. 5338 Manhattan Circle, Suite 101 Boulder, Colorado 80303-4202 Attn: Diana Royce Smith EMAIL: diana@roycearbour.com PHONE: 303.499.3272 FAX: 303.499.6666		21. UNIT PRICE		22. AMOUNT	
23. ACCOUNTING AND APPROPRIATION DATA		24. TOTAL AWARD AMOUNT (Use Govt. Use Only) \$54,370.00		25. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN. <input checked="" type="checkbox"/>	
26. AWARD OF CONTRACT REFERENCE BID OFFER DATED 02/03/09 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED. <input type="checkbox"/>		27a. SIGNATURE OF OFFEROR/CONTRACTOR		28a. Garfield County (SIGNATURE OF AUTHORIZED INDIVIDUAL)	
27b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		27c. DATE SIGNED		28b. NAME OF GARFIELD COUNTY REPRESENTATIVE Matthew Anderson	
29a. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		30. SHIP NUMBER		31. DO VOUCHER NUMBER	
29b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		31c. DATE		32. AMOUNT VERIFIED CORRECT FOR	
38a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		33. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. CHECK NUMBER	
38b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		38c. DATE		35. S/R ACCOUNT NUMBER	
		39a. RECEIVED BY (Print)		36. S/R VOUCHER NUMBER	
		39b. RECEIVED AT (Location)		37. PAID BY	
		39c. DATE REC'D (if applicable)		39d. TOTAL CONTAINERS	

PURCHASE OF SERVICES AGREEMENT

This PURCHASE OF SERVICES AGREEMENT ("Agreement") made this 18th day of May, 2009, by and between the Board of County Commissioners of Garfield County, Colorado ("BOCC") and Royce Arbour, Inc ("Contractor"), whose address is 53⁹⁰~~3~~ Manhattan Circle, Suite 101, Boulder, Colorado 80303~~4100~~.

WHEREAS, the Contractor has been selected to provide services, in accordance with the provisions of the Garfield County Procurement Manual; and

WHEREAS, the BOCC wishes to employ the services of Contractor as an independent contractor and Contractor wishes to provide services to the BOCC; and

WHEREAS, the BOCC has authority to acquire the services described in this Agreement under the provisions of §30-11-101, et seq., C.R.S., as amended.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth hereinafter, the BOCC and the Contractor agree as follows:

1. Scope of Services. The Contractor shall perform in a satisfactory and proper manner, as determined by the BOCC, the services identified in the "Scope of Services", attached to and incorporated in this Agreement by reference as "Exhibit A". The responsibilities of the BOCC in relation to Contractor's services,

other than compensation of the Contractor, are detailed in Exhibit A.

2. Time of Performance. Services of the Contractor shall commence on the 18th day of May, 2009, and shall be complete by the 31st day of December, 2009, no matter the date of execution of this Agreement. This Agreement will terminate on the date set forth above unless renewed in writing at least thirty (30) days prior to the date of completion.

3. Compensation/Appropriation. The amount to be expended pursuant to this Agreement shall not exceed Fifty Four Thousand Three Hundred and Seventy Dollars (\$54,370.00). The BOCC has lawfully appropriated an amount that is equal to or in excess of the compensation set forth herein, which amount shall constitute the contract amount. Such amount may be altered by mutual written consent of parties.

This appropriation is limited solely to the work to be accomplished during fiscal year ending December 31, 2009. The BOCC is not obligated to make any future apportionment or allocation to this Agreement. Any work performed in excess of amounts appropriated shall be solely the risk of the Contractor. Notwithstanding any other terms of this Agreement, it is expressly understood and agreed that: (1) Any BOCC financial obligation, whether direct or contingent, for all or any part of the work under this Agreement, shall extend only to monies duly and lawfully

appropriated and budgeted by the BOCC and irrevocably pledged pursuant to the purposes of this Agreement; (2) The BOCC does not by this Agreement irrevocably pledge present cash reserves for payments in this or future fiscal years; (3) This Agreement is not intended to create a multiple/fiscal year direct or indirect financial obligation of the BOCC; (4) The obligation of the BOCC for expenditures, if any, arising during subsequent fiscal years in which this Agreement could be extended and be in effect, shall only extend to utilization of monies appropriated and budgeted and encumbered for the purpose of this Agreement in the fiscal year in which obligations arise; and (5) No change order may be issued requiring compensation for work which causes the aggregate payable amount under this Agreement to exceed the amounts appropriated, budgeted and encumbered for the payment of this Agreement in the fiscal year in which such obligations arise, unless the Contractor receives written assurance by the BOCC that lawful appropriations to cover the cost of the additional work have been made. Any work completed for this Agreement shall be secured from harm until future monies are appropriated so that additional work may commence. In the event any future appropriation is made by the BOCC for the purposes of this Agreement, the BOCC will inform the Contractor in writing of any amounts appropriated for work proposed herein and will tender a renewed or amended Agreement covering the work to be compensated by such appropriation.

4. Method of Payment. The BOCC shall compensate the Contractor at the rates provided in Exhibit A attached hereto and incorporated herein by reference. The Contractor shall submit to the BOCC's Representative, as identified below, a monthly billing or request for payment that will be paid in accordance with established procedures of the Garfield County Finance Department. Each billing or request for payment shall specify the total payment due the Contractor for the specific work that is the subject of the request for payment. Additionally, each billing or request for payment shall specifically state the job identification, date, time, hours, service performed, expenses, and total compensation requested. The total of all billings or requests for payment during the term of this Agreement shall not exceed the amount stated in Paragraph 3 above.

5. Records, Reports, and Information. At such times and in such forms as the BOCC may require, Contractor shall furnish statements, records, reports, data and information pertaining to matters covered by this Agreement. The Contractor shall maintain its records in accordance with requirements prescribed by the BOCC. Except as otherwise authorized by the BOCC, Contractor shall maintain such records for a period of seven (7) years after receipt of final payment under this Agreement.

6. Audits and Inspections. At any time during normal business hours and as often as the BOCC may deem necessary,

Contractor shall make its records with respect to matters covered by this Agreement available for examination. The Contractor shall permit the BOCC to audit, examine, and make excerpts from such records and audit all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to this Agreement. The BOCC may call for a certified, independent audit to be performed, at Contractor's expense, by a mutually agreed upon auditor.

7. Independent Contractor.

A. The Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Contractor affirms that it has or will secure at its own expense all personnel and materials required to perform the services detailed in Exhibit A. Such personnel shall not be employees of nor have any contractual relationship with the BOCC.

B. Services required hereunder shall be performed by the Contractor or under its supervision, and all personnel engaged in the work shall be fully qualified and properly licensed or certified, as required by local, state and federal law or regulation to perform such services. Neither Contractor nor its personnel, if any, is entitled to Worker's Compensation Benefits or any other benefit of employment with Garfield County, Colorado. Further, Contractor is obligated to pay

federal and state income tax on any compensation paid pursuant to this Agreement.

C. None of the services to be performed by Contractor under this Agreement shall be subcontracted or otherwise delegated without the prior written consent of the BOCC. The work subcontracted shall be specified in a written agreement between Contractor and its subcontractor(s), which agreement(s) shall be subject to each provision of this Agreement.

8. **No Assignment.** The Contractor and subcontractor(s) hereto shall not assign or transfer any rights in this Agreement without the prior written consent of the BOCC.

9. **Illegal Aliens - Public Contract for Services.**

A. The Contractor (entity or sole proprietor) shall execute the certification attached hereto as Exhibit B, in conformance with the provisions of §8-17.5-102(1) and §24-76.5-101, C.R.S., as amended.

B. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services; or enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien who will perform work under this public contract for services.

C. The Contractor shall confirm the employment eligibility of all employees who are newly hired for employment

to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.

D. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.

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

(1) Notify the subcontractor and the BOCC within three days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

(2) Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to subparagraph (1), above, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

F. The Contractor shall comply with any reasonable request by the Department of Labor and Employment made in the course of an investigation that the Department is undertaking pursuant to its authority.

G. Notwithstanding any other provision of this public contract for services, if the Contractor violates any provision of this paragraph, the BOCC may terminate this public contract for services and the Contractor shall be liable for all actual and consequential damages resulting from that termination.

H. Except where exempted by federal law and except as provided in §24-76.5-103(3), C.R.S., as amended, the Contractor receiving Garfield County funds under this public contract for services must confirm that any individual natural person eighteen (18) years of age or older is lawfully present in the United States pursuant to §24-76.5-103(4), C.R.S., as amended, if such individual applies for public benefits provided under this public contract for services. If the Contractor has verified that the County has accomplished such confirmation prior to the effective date of this public contract for services, the Contractor is relieved of responsibility under this paragraph.

10. Sole Source Contracting - Campaign Contribution -
Compliance

A. The parties hereby incorporate by reference all provisions of Article XXVIII, Section 15, Section 16, and Section 17 of the Constitution of the State of Colorado (individually and collectively, "Article XXVIII"), as well as the definitions set forth at Article XXVIII, Section 2(4.5), (8.5), (14.4), (14.6) and any other definitions of terms used herein that are included in Section 2 of Article XXVIII.

B. Pursuant to the provisions of Section 15 of Article XXVIII, the Contractor hereby agrees, to the extent this Agreement or Contract ("Contract") is a sole source government contract, if the Contractor is, a "Contract Holder" under Section 2(4.5) of Article XXVIII, for the duration of this Contract and for two years after the termination date of this Contract, shall cease making, causing to be made or inducing by any means, a contribution, directly or indirectly, on behalf of the Contractor or on behalf of his or her immediate family member and for the benefit of any political party or the benefit of any candidate for any elected office of the State or any of its political subdivisions, as such are defined in Article XXVIII. Further, in accordance with Section 17(2) of Article XXVIII, the Contractor certifies that the Contractor has not made a contribution intended to promote or influence the result

of an election on a ballot issue if this Contract is a sole source government contract relating to that particular ballot issue.

C. Pursuant to the terms of this Contract and the provisions of Section 17(3) of Article XXVIII, the parties hereby agree that any violation of the provisions of this Paragraph No. 10 shall be considered a breach of the terms of this Contract, permitting the BOCC to terminate this Contract or exercise any other remedies for breach available at law. Additionally, the parties agree that for any intentional violation of Article XXVIII, Section 15 or 17(2), the Contractor shall be ineligible to hold any sole source government contract, including this Contract, or public employment with the State or any of its political subdivisions for a period of three years.

D. Pursuant to the provisions of Section 16 of Article XXVIII, the Contractor shall be solely and exclusively responsible for preparing and tendering to the State all required information as set forth in that Section.

E. The Contractor shall be solely and exclusively responsible for determining the cumulative amount of all sole source government contracts with all governmental entities involving the Contractor during any calendar year, as detailed in Section 2(14.4) of Article XXVII.

F. The Contractor shall be solely and exclusively responsible for determining the natural persons and entities to whom the provisions of this Paragraph No. 10 shall be applied, as such are listed as Contract Holders in Section 2(4.5) of Article XXVIII.

G. The terms of this Section shall apply to any non-governmental entity or natural person, who is a party to a government contract that was not the subject of a public and competitive bidding process involving at least three bids prior to award. The Contractor shall be solely and exclusively responsible for determining the applicability of the definition of "sole source government contract", contained herein and in Section 2(14.4) of Article XXVIII.

11. Compliance with Laws. The Contractor shall comply with all applicable federal, state and local laws, ordinances, resolutions, codes and regulations in providing the services detailed in Exhibit A.

12. Indemnification. The Contractor agrees to hold harmless, indemnify and defend the BOCC, and its officers, employees and agents, acting officially or otherwise, from any and all claims, demands, damages, and actions of any kind brought by anyone, including attorney's fees, which may arise out of or result from the negligent or willful misconduct of Contractor or its

subcontractor(s) in the performance of services as set forth in this Agreement and/or the breach of any condition(s) of this Agreement.

To the extent permitted by law, the BOCC agrees to indemnify and hold harmless the Contractor, and its officers, employees and agents, from any and all claims, demands, damages, and actions of any kind brought by anyone, including attorneys' fees, which may arise out of a result from the negligent misconduct of BOCC, or its officers, employees and agents.

Nothing herein shall be interpreted as a waiver of governmental immunity to which the BOCC may otherwise be entitled under the provisions of §24-10-101, *et seq.*, C.R.S., as amended.

13. Insurance. At all times during the term of this Agreement, Contractor shall maintain the following insurance in the minimum coverage limits specified:

Workers' Compensation & Employers' Liability and Unemployment Insurance: in accordance with §§8-40-101 and 8-70-101, *et seq.*, C.R.S., as amended;

Comprehensive Automobile Liability, including all owned, non-owned and hired vehicles: \$150,000.00 per person and \$600,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater;

Comprehensive General Liability, including broad form property damage: \$150,000.00 per person and \$600,000.00 per occurrence or as specified in the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S., as amended whichever amount is greater, and in addition \$1,000,000 aggregate.

Professional Liability Insurance: \$ _____ per claim, \$ _____ aggregate.

If any aggregate limits set forth above are reduced below the stated amount because of claims made or paid during the required policy period, the Contractor shall immediately obtain additional insurance to restore the full aggregate limit and furnish a certificate or other document showing compliance with this provision.

All insurance shall be issued by company(ies) authorized to do business in the State of Colorado and shall be written in a form satisfactory to the BOCC and filed with and approved by the Colorado

Department of Insurance. Contractor shall demonstrate contractual liability coverage supporting the indemnity provisions of this Agreement, either through policy language or by waiver of exclusion. The BOCC shall be named as an additional insured on Contractor's Comprehensive General Liability Policy. Additionally, if Contractor's insurer determines that the BOCC has an insurable interest as a result of the contractual relationship created herein, the BOCC shall also be named as an additional insured on the Comprehensive Automobile Liability Policy for liability purposes only. Proof of Workers' Compensation & Employer's Liability and Unemployment Insurance is required. Certificate(s) of insurance and appropriate endorsements required by this Agreement shall be delivered to the BOCC at the time originals of this Agreement, executed by the Contractor, are delivered to the BOCC's Representative, identified below, for execution by the BOCC. The Certificate(s) shall provide that the insurance may not be materially changed, altered or canceled by the insurer without first giving ten (10) days written notice by certified or registered U.S. Mail, return receipt requested, to the BOCC.

14. Document Ownership - Works Made for Hire. All of the deliverable items, if any, prepared for the BOCC under this Agreement shall belong exclusively to the BOCC and shall be deemed to be "works made for hire" under the copyright laws of the United States. To the extent any of the deliverable items may not, by

operation of law or otherwise, be works made for hire, the Contractor hereby assigns to the BOCC the ownership of the copyright in the deliverable items, and the BOCC shall have the right to obtain and hold in its own name, copyrights, registrations, and similar protections. The Contractor agrees to give the BOCC or its designee all assistance reasonably required to perfect such rights. To the extent that any pre-existing materials are contained in the deliverable items, the Contractor grants to the BOCC an irrevocable, non-exclusive, worldwide, royalty-free license to use, execute, publish, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing materials and derivative works thereof and to authorize others to do any, some, or all of the foregoing.

15. Termination for Cause. If the Contractor or the BOCC fails to fulfill its obligations under this Agreement in a timely and proper manner or violates any of the provisions of this Agreement, the non-defaulting party shall thereupon have the right to terminate this Agreement for cause by giving written notice to the defaulting party of such termination and specifying the effective date of termination. The defaulting party, however, shall not be relieved of liability to the non-defaulting party for damages sustained by virtue of any breach of this Agreement. In the event of default by the Contractor, The BOCC may withhold payments due under Paragraph 4, above, for the purpose of set-off until such time

as the exact amount of damages due the BOCC from the Contractor is determined.

16. Termination for Convenience. Either party may terminate this Agreement without cause at any time. The BOCC may terminate this Agreement without cause at any time by giving at least thirty (30) days written notice to the Contractor. If this Agreement is terminated for the convenience of BOCC, the Contractor shall be paid for services provided prior to the date of termination.

17. Conflict of Interest. During the term of this Agreement, the Contractor shall not perform similar services for persons, firms, or entities, including governmental entities, which have the potential to create a conflict of interest, unless the potential conflict is disclosed to and approved by the BOCC.

18. Modifications. This Agreement may not be modified, amended or otherwise altered, unless mutually agreed upon in a writing executed by the BOCC and the Contractor.

19. Governing Law. The laws of the State of Colorado shall govern the validity, performance and enforcement of this Agreement. Should either the BOCC or Contractor institute legal action for enforcement of any obligation contained herein, it is agreed that venue shall be in Garfield County, Colorado.

20. Severability. Should any provisions of this Agreement be determined by a court of competent jurisdiction to be

unconstitutional or otherwise null and void, the remaining provisions of the Agreement shall remain in full force and effect.

21. Notices. Notices to be provided under this Agreement shall be given in writing either by hand delivery or by certified return receipt requested United States mail, to the following:

BOCC's Representative:

Contractor:

Garfield County	Royce Arbour, Inc.
Garfield County Public Health - Jim Rada	53 35 Manhattan Circle, Suite 101 90
195 W 14th Street	Boulder, Colorado 80303- 5500
Rifle, Co 81650	

22. Headings. Titles and paragraph divisions are inserted in this Agreement for ease of reference and do not define, limit, or prescribe the scope or intent of the provisions of this Agreement or any part thereof.

23. Authority. Each person signing this Agreement represents and warrants that he/she is fully authorized to enter into and execute this Agreement and to bind the party represented to the provisions of this Agreement.

24. Counterparts and Facsimile Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original. Facsimile signatures of, or on behalf of, the BOCC or the Contractor on this Agreement and any modification hereto shall be effective for all purposes.

25. **Force Majeure.** Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control, including but not limited to strikes, riots, war, and acts of God.

26. **Integration of Understanding.** This Agreement represents the entire Agreement between the parties and supersedes all prior negotiations and representations, whether written or oral. Nothing herein shall be deemed to give anyone not a party to this Agreement any right of action against either the BOCC or the Contractor.

**BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY
CERTIFICATION AND AFFIDAVIT
REGARDING ILLEGAL ALIENS**

The Contractor, whose name and signature appears below, certifies and agrees as follows:

1. The Contractor shall comply with the provisions of C.R.S. 8-17.5-101 et seq. The Contractor shall not knowingly employ or contract with an illegal alien to perform work for the Board of County Commissioners of Garfield County, Colorado ("BOCC") or enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien.

2. The Contractor represents, warrants, and agrees that it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program and otherwise shall comply with the requirements of C.R.S. 8-17.5-102(2)(b).

3. The Contractor shall comply with all reasonable requests made in the course of an investigation under C.R.S. 8-17.5-102 by the Colorado Department of Labor and Employment. If the Contractor fails to comply with any requirement of this provision or C.R.S. 8-17.5-101 et seq., the BOCC may terminate work for breach and the Contractor shall be liable for actual and consequential damages to the State.

4. If the Contractor is a sole proprietor, the undersigned hereby swears or affirms under penalty of perjury under the laws of the State of Colorado that (check one):

___ I am a United States citizen, or

___ I am a Permanent Resident of the United States, or

___ I am lawfully present in the United States pursuant to Federal law.

I understand that this sworn statement is required by law because I am a sole proprietor entering into a contract to perform work for the BOCC. I understand that state law requires me to provide proof that I am lawfully present in the United States prior to starting work for the BOCC. I further acknowledge that I will comply with the requirements of C.R.S. 24-76.5-101 et seq. and will produce the required form of identification prior to starting work.

I acknowledge that making a false, fictitious, or fraudulent statement or representation in this sworn affidavit is punishable under the criminal laws of Colorado as perjury in the second degree under C.R.S. 18-8-503.

CERTIFIED and AGREED to this ___ day of _____, 200__.

CONTRACTOR:

(Contractor Full Legal Name)

FEIN or Social Security Number

By: _____
Signature of Authorized Rep

Title

11.3.2 Garfield County Public Health Request for Proposal

- RFP # GC-PH-09-R-15: Facilitation of Community Environmental Health Assessment
(14 pages)



**RFP # GC-PH-09-R-15
REQUEST FOR PROPOSALS:**

**FACILITATION OF COMMUNITY ENVIRONMENTAL
HEALTH ASSESSMENT**

PROJECT:

GARFIELD COUNTY, COLORADO

**GARFIELD COUNTY
PUBLIC HEALTH DEPARTMENT**

**LAST DAY FOR QUESTIONS:
16 MARCH, 2009 @ 2:00 P.M.**

**DUE DATE:
25 MARCH, 2009 @ 2:00 P.M.**

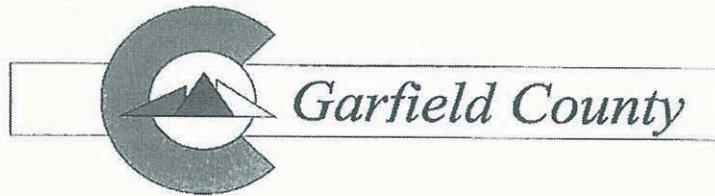


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1. INTRODUCTION

The Garfield County Public Health Department is soliciting a Proposal, in the form of a written response from offerors who are interested in performing facilitation of the community environmental health assessment CARE.

2. ISSUING OFFICE

The RFP is issued for Garfield County. Applicants are encouraged to submit all offers and correspondence via e-mail to: manderson@garfield-county.com. Facsimile offers are also acceptable and can be faxed to (970) 384-5008. You may also mail hard copies to the address below.

Note: Please e-mail or fax all questions to manderson@garfield-county.com before or by the question due date.

Matthew Anderson, Contract Administrator
Phone: (970) 384-5012
Fax: (970) 384-5008
e-mail: manderson@garfield-county.com

3. CONTRACT ADMINISTRATOR REPRESENTATIVE

Following the signing of the contract, all communications concerning the contract must be directed to Jim Rada, Environmental Health Manager, 195 W 14th St, Rifle, Colorado 81650.

4. INCURRING COSTS

Garfield County is not liable for any costs incurred by prospective firms prior to the signing of a contract.



5. SCOPE OF SERVICES

The winning proposal shall be awarded a contract to perform the following services. Garfield County Public Health (GCPH) is seeking a third party facilitator to engage and convene key stakeholders; educating them to the point of understanding and being able to address toxic risks in the local environment. Through a guided process of consensus-based facilitation, the facilitator will assist the group in gathering data for the purpose of defining the key environmental health issues facing the community. Please see the attached scope of work.

6. PROPOSALS

To be considered, each firm must submit a complete response to this RFP, using the format provided. No other distribution of proposals is to be made by the submitter. An official authorized to bind the proposal to its provisions must sign the proposal in ink. The proposal must include a statement as to the period during which the proposal remains valid. This period must be at least 6 months from the due date for proposals to this RFP.

7. PROPOSAL PREPARATION

This section of the RFP provides general guidance for preparing proposals as well as specific instructions on the format of the proposal. The Offeror's proposal must include all data and information requested in the RFP.

ONLY THE REQUIRED MINIMUM AMOUNT OF INFORMATION IS REQUESTED TO PROVIDE FOR PROPER EVALUATION. EFFORTS SHOULD BE MADE TO KEEP OFFERS AS BRIEF AS POSSIBLE, CONCENTRATING ON SUBSTANTIVE INFORMATION ESSENTIAL FOR PROPER EVALUATION. The proposal shall be clear, concise, and shall include sufficient detail for effective evaluation and for substantiating its validity. Elaborate format and color representations are not desirable.

7.1 PREPERATION OF PROPOSALS

Proposals shall be prepared in two volumes; Past Performance and Price Volumes. Specific guidance regarding content of these volumes is discussed under section 7.1.1 and 7.1.2.

7.1.1 PREPARATION OF PAST PERFORMANCE (VOLUME I)

VOLUME I: When addressing past performance evaluation criteria set forth in Section 9 of the solicitation, the Offeror shall provide, as a minimum, a list of their most recent and relevant past performance data from Federal, State and Local Government and private industry contracts from the past three 3 years. All the items identified below shall be addressed in the listing. Elaborate listings and extensive comments are not required or requested.

- (1) Contract type;
- (2) Whether the offeror performed as the prime or a subcontractor;
- (3) Name of office and verified name, address, phone/fax number of point(s) of contact
- (4) Project Title and/or brief description of construction project.



(5) Initial price and final or current price, Contract start date, scheduled completion date, and current or final completion date.

(6) Brief comments, if desired.

Should Offerors wish to provide information on problems encountered on the identified contracts and their corrective actions, they shall submit such information at the same time references are submitted.

In the case of an Offeror without a record of relevant past performance or for whom information on past performance is not available, the Offeror will not be evaluated favorably or unfavorably on past performance.

7.1.2 PREPARATION OF PRICE PROPOSAL (VOLUME II):

VOLUME II must set forth all pricing information necessary to provide a meaningful basis for the Government's analysis and evaluation of price as set forth in Section 9 of this solicitation. The Offeror is requested to **provide prices/costs in accordance with the attached scope of work**. Price will be evaluated in terms of completeness and reasonableness. **Volume II shall contain the following:**

1. **Section 1.** The total price to complete the project in accordance with the attached scope of work to include a complete breakout of costs, including materials, labor, overhead, and profit. An official having the authority to bind your company contractually must sign and date the proposal form. One copy of the proposal form must bear an **original, authorized signature**. The Government reserves the right to request additional pricing information after receipt and evaluation of proposals.

7.1.3 SEQUENCE OF EVENTS DURING PROPOSAL EVALUATION:

a. **Review of Proposals:** Upon receipt of proposals in response to the RFP, all volumes will be reviewed for completeness and compliance with the solicitation requirements. The Past Performance volume will receive a detailed evaluation employing the criteria as identified in Section 9. The Price Volume will be evaluated to establish reasonableness.

b. **Communications/Exchanges:** If required, communications will be conducted with Offerors after receipt of proposals.

c. **Competitive Range Determination:** The Government intends to evaluate proposals and award a contract without discussions with Offerors (except clarifications). Therefore, the Offeror's initial proposal should contain their best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. Evaluation Notices (ENs) are inquiries which may be issued to Offerors to better understand their proposals, or to notify Offerors about deficient aspects of their proposals. ENs issued prior to competitive range determination are for the purpose of enhancing Government understanding of proposals without revisions to those proposals. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

d. **Discussions:** The objective of discussions is "to maximize the County's ability to obtain best value, based on the requirement and the evaluation factors set forth in the solicitation". If discussions are necessary due to



perceived weaknesses or other issues that must be addressed before award, they will be conducted with only those Offerors determined to be within the competitive range. Discussions may be conducted either orally or in writing. ENs will be issued for those areas of a proposal which are considered deficient, where weaknesses exist which are significant enough to affect the selection decision, and/or where data presented by the Offeror is unclear. Offerors shall respond to all ENs during the discussion process IAW guidance provided by the Contracting Officer.

e. **Final Proposed Revision (FPR):** If held, once discussions have been concluded all Offerors will be provided an opportunity to submit a FPR. It is the Government's intent to have a full understanding of the Offeror's proposal, including any revisions and answers submitted by Offerors, prior to requesting FPRs. In the event any adjustment to price becomes necessary in a FPR to reflect changes resulting from discussions, a complete, traceable audit trail shall be provided to show how the changes took place. Evaluation of FPRs will be conducted, and the final decision of award will be made by the Contracting Officer. **THE GOVERNMENT DOES, HOWEVER, RESERVE THE RIGHT TO MAKE AWARD WITHOUT DISCUSSIONS; THEREFORE, THE OFFEROR SHOULD PROPOSE THE BEST OFFER INITIALLY.**

7.1.4 DEBRIEFING OF OFFERORS:

a. Debriefings are conducted with the goal of identifying to unsuccessful Offerors where changes can be made to improve future source selection participation. Successful or unsuccessful Offerors may request debriefings by providing a written request to the Contract Administrator.

7.1.5 DISPOSITION OF UNSUCCESSFUL PROPOSALS:

a. The County will retain one copy of all unsuccessful proposals. The Government shall destroy extra copies of such unsuccessful proposals.

YOUR OFFER MAY BE DETERMINED UNACCEPTABLE IF YOUR PROPOSAL IS INCOMPLETE.

8. PROPOSAL RECEIPT

Proposals must arrive at the Contract Administrator's office on or before the date and time specified at the beginning of the RFP. Late proposals will not be considered or accepted.

9. ACCEPTANCE OF PROPOSAL CONTENT

The contents of this RFP and the proposal will become contractual obligations, if a contract ensues. Failure of the selected consultant to accept these obligations may result in cancellation of the award.

10. SELECTION PROCESS, CRITERIA, AND EVALUATION OF AWARD

Contract award shall be made to the responsible Contractor whose quote, in conforming to this RFP, provides an overall best value to the County wherein the County is more concerned with obtaining superior technical capability and superior past performance, than in making an award to the firm with the lowest overall price to the County.



An evaluation committee comprised of representatives from the project partnership of Garfield County and the Public Health Department will evaluate all proposals. Additional technical and/or cost information may be requested from any proposal submitter during the evaluation process for clarification purposes, but in no way will change the original proposal submitted.

10.1 EVALUATION PROCEDURES

a. This source selection will be conducted using the modified procedures (as specified herein). Award will be made to the Offeror who is deemed responsible, whose proposal conforms to the Request For Proposal's (RFP) requirements and is judged to represent the best value to the Government. Only one award will be made. The best value is represented by the most advantageous offer, price and past performance considered, providing the best value in consonance with the County's stated importance of evaluation criteria. To arrive at a best value decision, the evaluation will be based the factors and subfactors described in the paragraphs that follow. The factors and subfactors are the uniform baseline against which each Offeror's proposal is compared to determine the confidence the County has that the Offeror will be able to satisfactorily accomplish all work required. They establish the level an Offeror's proposal must meet in any area, factor, subfactor, or element in order to be judged acceptable. **To be eligible for award, a proposal must meet all technical requirements, conform to all required terms and conditions, and include all information required.** While the County evaluation team and the will strive for maximum objectivity, the source selection process, by its nature, is subjective.

10.2 EVALUATION FACTORS, SUBFACTORS, ELEMENTS

a. The proposals will be evaluated for the entire performance period on the basis of the evaluation factors listed below. These primary areas of importance comprise the decision making process to be used in determining which proposals are acceptable. Subcontracting plans (IF REQUIRED) will be determined acceptable based on negotiation of the minimum required elements of the plan. Any small business-subcontracting plan failing to meet these elements will make the offeror ineligible for award. **Past Performance is more important than price.** Therefore, the following areas will be evaluated:

- (1) **Past Performance**
- (2) **Price**

b. The application of the evaluation procedures to the primary "areas" of importance permits placing past performance considerations above total price. As a basis for award, price is of secondary consideration. **THEREFORE, THE GOVERNMENT RESERVES THE RIGHT TO AWARD TO OTHER THAN THE LOWEST PROPOSED PRICE.** The Government will consider awarding to an Offeror with a higher qualitative merit and/or experience and past performance, provided the difference in price is commensurate with added value. Conversely, the Government will consider making award to an Offeror whose offer has lower qualitative merit and/or relevant experience and past performance if the price differentials between it and other proposals warrant doing so.



c. The basis for award will be an integrated assessment based on tradeoff between past performance and price. The Government will use past performance information from the offeror's referrals, as well as from other sources, in the Government's assessment of the offeror's past performance. The Government will award the contract to the offer that represents the best value to the Government in terms of past performance and price. The evaluation process will use past performance as the weighted factor and is significantly more important than price. In a past performance price tradeoff, the Contracting Officer will only clarify the offers information, no discussions are contemplated. Offers may be given the opportunity to clarify relevance or adverse past performance to which the offers have not previously had an opportunity to respond. Clarifications are limited exchanges between the Government and offers.

d. This is a competitive best value request for proposal. By submission of its offer in accordance with the instructions provided in this solicitation, the offeror agrees to the terms of this contract and all such offers shall be treated equally except for their prices and performance records. The evaluation process shall proceed as follows:

(1) The contract administrator shall seek performance information on all offerors. The past performance assessment process will result in an overall confidence rating as defined below:

DEFINITION	RATING
Based on the offeror's performance record, the government has high confidence the offeror will successfully perform the required effort.	HIGH CONFIDENCE (A)
Based on the offeror's performance record, the government has significant confidence the offeror will successfully perform the required effort.	SIGNIFICANT CONFIDENCE (B)
Based on the offeror's performance record, the government has confidence the offeror will successfully perform the required effort. Normal contractor emphasis should preclude any problems.	SATISFACTORY CONFIDENCE (C)
No performance record is identifiable	UNKNOWN CONFIDENCE (D)
Based on the offeror's performance record, substantial doubt exists that the offeror will successfully perform the required effort.	LITTLE CONFIDENCE (E)
Based on the offeror's performance record, extreme doubt exists that the offeror will successfully perform the required effort.	NO CONFIDENCE (F)

(a) The County intends to evaluate proposals and award a contract without discussions with offeror's (except clarifications). The County reserves the right to reject any or all offers if such action is in the County's best interest.



(2) After a thorough review of each offeror's past performance, the evaluation team will evaluate each contractor's proposed price.

- (i) Price proposals will not be rated or scored. The contractor's proposed contract price will be the evaluated factor.
- (ii) The total proposed price will be evaluated to determine if prices are unreasonably high or low in relation to the County's independent cost estimate. Proposed prices will also be compared to the other proposed prices received in response to the solicitation.
- (iii) Offerors are cautioned against submitting a materially unbalanced offer. The County shall analyze offers to determine whether or not they are unbalanced with respect to prices or separate line items. Offers that are determined to be materially unbalanced may be rejected. An offer is mathematically unbalanced if it is based on prices which are significantly less than the cost for some contract line items and significantly overstated in relation to cost for others. An offer is materially unbalanced if it is mathematically unbalanced, and if
 - (aa) There is a reasonable doubt that the offer would result in the lowest overall cost to the County, even though it is the lowest evaluated offer; or
 - (bb) The offer is so grossly unbalanced that its acceptance would be tantamount to allowing an advance payment. The County may determine that the offer is unacceptable if the prices proposed are materially unbalanced.
- (iv) Price is not expected to be the most significant factor in the selection of a Contractor for this solicitation; however, the degree of importance of price as a factor could become greater depending upon the equality of the proposals for the other factors evaluated. Prices will be evaluated to determine if the proposed price is reasonable and to assess the Offeror's understanding of the solicitation. Any inconsistency, whether real or apparent, between proposed performance and price must be clearly explained in the price proposal. For example, if unique and innovative approaches are the basis for an abnormally priced cost estimate, the nature of these approaches and their impact on price must be completely documented. The burden of proof lies with the contractor.
- (v) Ensure each dollar amount listed on the proposal form includes all allowable Contractor costs, including, but not limited to, supervision, bonding, overhead, general and administrative (G&A), site overhead, quality control, insurance, and profit.

e. The team will then compile all the data and present their findings and recommendations to the Source Selection Authority who will make a subjective evaluation to determine which Offeror's past performance and proposed price represent the best value to the Government.

f. Offerors are cautioned to completely read this entire solicitation and submit sufficient and correct information, and in the format specified. Offeror's may be asked to clarify aspects of their proposal or respond to adverse past performance information to which the offeror has not previously had the opportunity to respond. This type of communication or that which is conducted to resolve minor or clerical errors will not constitute discussions. The Contract Administrator reserves the right to award a contract without the opportunity for proposal revision.



Offers not submitting the required information, initially, with their proposals may be rejected as non-responsive. The government intends to award a contract without discussions with respective offerors. The government, however, reserves the right to conduct discussions if deemed in its best interests.

11. CHANGES IN THE RFP

Changes made to the RFP as a result of questions or concerns raised will be put in writing via amendment prior to the submittal deadline.

Any revisions and questions/answers will be posted on the Rocky Mountain E-Purchasing Web Site (<http://www.RockyMountainBidSystem.com>). Revisions and answers to questions will also be sent out any offerors who do not have access to the site.

12. DISCLOSURE

All information in a submitter's proposal, except fee analysis, is subject to disclosure under Government Data Practices Act.

13. TYPE OF CONTRACT

A sample purchase of services agreement, which would be executed between the County and the consultant, is included herein as **Exhibit B**. Garfield County reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any formality or technical defects if, in the contract Administrator's judgment, the best interest of will be so served. In determination of awards, the qualification of the proposal submitter, the conformity with the specifications of services to be supplied and the delivery terms will be considered.

14. COST LIABILITY

Garfield County assumes no responsibility of liability for costs incurred by the offeror prior to the signing of this agreement. Total liability is limited to the terms and conditions of this agreement.

15. NON-COLLUSION AFFIDAVIT

The form for a non-collusion affidavit is attached hereto and must be completed and executed in full. The same individual who executes the Bid Form on the same date and the same approximate time on which the Bid Form is executed must execute this affidavit. The non-collusion affidavit must be attached to and returned with the Bid Form when the Bid is submitted. The Board of County Commissioners shall not consider any Bid that does not include a properly executed non-collusion affidavit.



16. COMPLIANCE WITH LAWS AND REGULATIONS

It shall be a condition of all Proposals submitted that the contractors will fully and completely comply with all applicable Federal, State and Municipal laws and County regulations, resolutions, laws and orders.

17. INSURANCE REQUIREMENTS:

The Consultant or Contractor providing services under this Contract will be required to procure and maintain, at their own expense and without cost to the County, until expiration of the agreement the following insurance. The policy limits required are to be considered minimum amounts:

Commercial General Liability Insurance: At minimum combined single limits of (\$1,000,000 per-occurrence and \$1,000,000 general aggregate) for bodily injury and property damage, which coverage shall include products/completed operations, Independent contractors, and contractual liability each at \$1,000,000 per occurrence.

Worker's Compensation and Employer's Liability: Including Occupations Disease Coverage in accordance with scope and limits as required by the State of Colorado or state in which the Contractor/Contractor is a resident or the firm is registered).

Comprehensive Automobile Liability Insurance: Which includes coverage for all, owned, non-owned and rented vehicles with \$1,000,000 combined single limit for each occurrence.

Professional Liability Insurance: Evidence of Professional Liability Insurance coverage in the amount of one million (\$1,000,000) dollars, with a minimum coverage of one million (\$1,000,000) dollars per occurrence and one million (\$1,000,000) dollars aggregate.

Garfield County shall be named as an additional insured and the insurance policy shall include a provision prohibiting cancellation of said policy except upon thirty (30) days prior written notice to Garfield County. Certificates of insurance shall be delivered to Garfield County upon request.



18. ASSIGNMENT OF PURCHASE ORDER OR CONTRACT

A supplier or contractor may not assign or otherwise transfer any of its rights or obligations under any purchase order or contract made and entered into pursuant to a Garfield County bidder's proposal without the prior written approval of the Contract Administrator or his representative.

Matthew Anderson
Contract Administrator
(970) 384-5012
manderson@garfield-county.com

Attachment(s)

1. Scope of Work
2. Purchase of Service Agreement
3. Non-Collusion Affidavit

**Scope of Work
Garfield County Public Health
CARE Grant Level 1 Facilitation**

To: Perspective Offerors
From: Jim Rada, Environmental Health Manager
Re: Contract for facilitation of community environmental health assessment

Garfield County Public Health is the recipient of a United States Environmental Protection Agency (EPA) Community Action for a Renewed Environment (CARE) Grant Level 1. Garfield County Public Health (GCPH) is seeking a third party facilitator to engage and convene key stakeholders; educating them to the point of understanding and being able to address toxic risks in the local environment. Through a guided process of consensus-based facilitation, the facilitator will assist the group in gathering data for the purpose of defining the key environmental health issues facing the community.

Description:

GCPH serves a growing Colorado community of over 50,000 people. Current projections are that the County's population will more than triple by 2030. Concurrently, energy resource development is expected to continue increasing at unprecedented levels. Much of the department's work conducted over the past three years has involved working with the Colorado Department of Public Health and Environment (CDPHE) to design and carry out several studies to assess the extent of environmental health (primarily air and water quality-related) issues associated with energy development. As our community grows, we will need to develop a better qualitative and quantitative picture of the County's environmental health issues. Part of this project will include establishing new groups or engaging established organizations from throughout the community to gather input from and educate them about the concerns and solutions regarding environmental health issues. Out of these advisory and focus groups, we look to both identify key environmental health issues and garner ideas to develop effective responses to eliminating any toxic risks associated with these issues.

This information will be the basis for encouraging citizens, community leaders, and industry to more clearly understand why and to what extent environmental health needs to be managed in Garfield County. Initial work informing the community about the CARE process has resulted in gathering perception data from over 285 community leaders, making informational presentations to 12 key community groups; generating a list of over 50 interested community members.

Anticipated Tasks:

Garfield County Public Health anticipates needing the following types of support in connection with this project between now and September 2010. This position will be responsible for creating an effective plan for community involvement on environmental health risk identification and prioritization, and meeting facilitation and moderation. GCPH anticipates that facilitation support in the following areas:

Task 1) Within 30 days of contract award, the facilitator will propose a facilitation design, including a timeline of activities, to GCPH. This may include a number of stakeholder meetings or other activities that meet the requirements of the CARE Project work plan (attached).

Task 2) GCPH and EPA Project Officers will comment on the facilitation design within 14 days after receiving the plan.

Task 3) The facilitator will make any needed changes to the facilitation design, and provide the GCPH with a final proposal within 14 days of design approval.

Task 4) Within 30 days of project approval, the facilitator will interview community members (stakeholders) who have indicated interest in the CARE process to gain a clear understanding of their key environmental health concerns and gauge their interest level in participating in an ongoing stakeholder process.

Task 5) The facilitator will do any necessary planning and preparation prior to the facilitation, including efforts to further develop community/stakeholder buy in.

Task 6) The facilitator will conduct the facilitation, identifying key community issues, drawing out data sources to support the basis for these issues, identify/appoint sub-groups to further explore pertinent issues, and prioritizing action plans to reduce risk exposure.

Task 7) The facilitator will conduct any necessary follow-up work after the facilitation.

Task 8) The facilitator will provide a written report of facilitation outcomes including a copy of any notes, recommendations, or other materials generated during the facilitation to GCPH within ten days of any facilitated events.

Task 9) The facilitator will work with the GCPH CARE Project Team to prepare a final environmental health assessment report that addresses applicable aspects of the CARE Grant Work Plan. Success will be based on identification and prioritization of key environmental health issues and the development of strategies for addressing them in anticipation of applying for CARE Level 2 grant funding.

The facilitator shall provide GCPH an estimate of project costs. It is anticipated that costs for services will not exceed \$55,000.

Qualifications:

All prospective bidders shall be familiar with EPA and EPA voluntary programs, have experience as a community organizer; have strong meeting facilitation/mediation skills; demonstrate excellent oral and written communication skills. Prospective bidders shall provide relevant information concerning the minimum qualifications with their proposals. References for other facilitation work conducted by the bidder must be included with the bid.

Project Officer

Jim Rada
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