REQUEST FOR DOCUMENTED QUOTE

SOLICITATION NUMBER:  JUD-RDQ-16-04 SO TX  DATE:  January 23, 2015

The State of Colorado Judicial Department, by and through the 4th Judicial District Probation Department, issues this Request for Documented Quotes for the purpose of obtaining sex offender treatment services.

DOCUMENTED QUOTE SUBMISSION DEADLINE:  February 20, 2015 @ 3:00pm

Quotes must be prepared in accordance with the instructions in this request for Documented Quote.

The Solicitation Information Sheet (Attachment A) and Pricing Information Sheet (Attachment B) must be signed manually in ink by a person authorized to make an offer on behalf of the Offeror.

Quotes must be received by the above date and time to be considered for award. Documented Quotes will be accepted in the following forms: Hard copy with original signatures.

Quote must be received by the above date and time to be considered for award. Late Quote and Quote received by telephone, fax, or electronic means will not be accepted or considered for award.

DOCUMENTED QUOTES MUST BE DELIVERED TO:
Kurt Runge, Probation Supervisor
270 South Tejon Street Suite W200 Colorado Springs, CO 80903
Phone: 719-452-5706

SECTION I. ADMINISTRATIVE INFORMATION

A. WRITTEN INQUIRIES:  Offerors may make written inquiries via e-mail to obtain clarification of RDQ requirements. Written inquiries must be received by no later than February 5, 2015 at 5:00 pm. Written inquiries should be directed to:
4th Judicial Probation Department
Kurt Runge, Probation Supervisor
270 S. Tejon Street, Suite W200
Colorado Springs, CO 80903
E-MAIL ADDRESS: kurt.runge@judicial.state.co.us

Solicitation Number:  JUD-RDQ-16-04 SO TX
*Please enter “RDQ Question” on the reference line of your e-mail.
Responses to written inquiries will be posted to this link by February 9, 2015 @ 5:00pm
http://www.courts.state.co.us/Probation/County/Index.cfm?County_ID=6

B. **ACCEPTANCE OF QUOTES FOR EVALUATION:** Quotes will be accepted for evaluation only if they are received at the correct location on or before the closing date and time. All information requested must be complete and properly signed. The solicitation number should be recorded on all bid documents as well as on any related correspondence and shipping packages. The Solicitation Information Sheet must be manually signed in ink by a person authorized to make an offer on behalf of the Offeror. Faxed Quotes and Quotes received by telephone or electronic means will not be accepted.

C. **BID SUBMITTAL INSTRUCTIONS:**

1. Quotes must be received no later than the bid submission deadline stated in the Schedule of Activities.

2. The Offeror should submit one original plus three paper copies of the bid plus one copy in electronic format on disc. The electronic copy of the bid must separate all confidential information from bid and place confidential information in a separate folder on the same disc.

3. Quotes must be submitted in a sealed package and delivered or sent by mail to the following address:

   4th Judicial Probation Department
   Kurt Runge, Probation Supervisor
   270 S. Tejon Street, Suite W200
   Colorado Springs, CO 80903

4. Mark outside of package with the following information:

   Solicitation # JUD-RDQ-16-04 SO TX Due: February 20th @ 3:00pm

   Submitted by: (Offeror’s Company Name and Address)

5. Offeror’s name must be included on specifications or descriptive papers submitted with bid.

6. Show solicitation number on sealed envelopes or packages, and on all bid documents. The Judicial Department assumes no responsibility for unmarked or improperly marked bid documents. All received bid documents showing a solicitation number are placed directly under locked security until the date and time of opening.

7. By submission of a bid, you are guaranteeing that all commodities and/or services meet the requirements of the bid during the contract period.

8. Provide sample reports as described in the Statement of work.
9. Provide detailed descriptions of processes to ensure the Statement of Work will be completed as assigned.

10. The Solicitation Information Sheet (Attachment A) and Pricing Information Sheet (Attachment B) must be signed manually in ink by a person authorized to make an offer on behalf of the Offeror.

SECTION II. STATEMENT OF WORK:

The 4th Judicial District Probation Department (El Paso and Teller County) is looking for service providers that can provide sex offender treatment services for offenders that have been convicted and/or receive a deferred sentence.

The State of Colorado Judicial Department, by and through the 4th Judicial Probation Department, issues this Request for Documented Quote for the purpose of obtaining a list of eligible vendors to perform sex offender treatment services. Any award made pursuant to this RDQ shall be non-exclusive and may or may not be awarded to more than one vendor. Being selected as an eligible vendor does not guarantee the vendor will receive any funding or any referrals. Renewals are contingent upon funds being appropriated, budgeted, and otherwise made available, and other contractual requirements, if applicable, being satisfied.

Documents required (submitted in a tabbed binder):

Tab 1-

1. The provider will provide a description of how the provider will employ treatment methods that are based on recognition of the need for long-term, comprehensive, offense-specific treatment for sex offenders. The provider shall describe their use of any evidence-based approaches such as: Cognitive Behavioral Therapy, Motivational Interviewing, Relapse Prevention, EMDR, etc. Also, the description should identify the quality assurance efforts used to support these practices if available.

2. The treatment/service provider will provide a description of how the unique needs of the target population will be addressed including, but not limited to any cultural, gender, developmental disabilities, and language or diversity issues.

3. The treatment/service provider will submit a statement that describes how they engage clients; motivate clients to reach treatment goals, and how they respond when treatment goals are not met.

Tab 2-

1. The treatment/service provider will submit a list and brief summary of all differential assessments used as part of the initial evaluation or for ongoing assessment or as part of the treatment plan development. Differential assessments may include, but are not limited to those that
measure: risk/criminogenic needs, alcohol/drug use, motivation, mental health, cognitive functioning and client self-assessments.

2. The treatment/service provider will submit a statement describing the process for developing a treatment plan, treatment plan content.

3. The treatment/service provider will describe their exit strategies and/or agency philosophy regarding transitioning probationers from treatment.

4. The treatment/service provider will submit a contingency plan in the event the primary therapist/facilitator is not available to run groups/meetings/sessions. The treatment/service provider will designate appropriate, comparable substitutes when necessary and will notify probation of any changes to that plan.

Tab 3.

1. The treatment/service provider will submit costs per treatment service type, specific time’s classes are offered, and specific locations services are offered.

2. The treatment/service provider must submit an outline or policy and procedure regarding determination for indigent clients/clients with limited financial ability.

Tab 4.

1. The treatment/service provider will submit a copy of the agency’s intake packet, policy and/or procedure for intake.

2. The treatment/service provider will submit samples of monthly progress reports and attendance reports.

3. The treatment/service provider will submit samples of satisfactory termination/discharge and unsuccessful termination/discharge summaries.

4. Treatment/service providers will submit examples of a Treatment Plan, Personal Change Plan, Aftercare Plan and an Offender Contract.

Tab 5.

1. The treatment/service provider will provide copies of treatment/service staff’s qualifications (Resume), professional licenses, biographical summaries, accreditations or other relevant information with the application.

2. The treatment/service provider will indicate their standing and approval for any services provided with any professional licenses, boards or regulatory agencies (e.g. Behavioral Health, DORA, SOMB)
Tab 6-

1. The treatment/service provider will submit the results of any research that has been conducted for the program and/or the treatment service being offered and any other evidence of the effectiveness of the program (this may include any metrics or any other outcome measures tracked by the agency).

Communication:

The treatment/service provider must be able to provide the Probation Officer with a copy of any requested reports (i.e. Intake Evaluations, Treatment Contracts, Treatment Agreements or Individualized Treatment Plans), within 2 business days.

The treatment/service provider must respond to any correspondence from probation staff within 5 business days.

The treatment/service provider must agree to notify the probation officer within 24 hours if a client fails to attend a scheduled treatment session or if a scheduled session is cancelled for any reason.

The treatment/service provider must agree to notify the probation officer within 24 hours (e.g. email, fax, phone call) of any concerns about a probationer including a probationer’s non-compliance with treatment (e.g. missed treatment session).

Intake and Evaluation/Assessment:

The treatment/service provider agrees to provide a variety of Evaluation and intake times (including evenings and/or weekends) to reasonably accommodate employment/school schedules.

The treatment/service provider will make available the results of differential assessments to probation upon request. Differential assessments may include, but are not limited to those that measure: risk/criminogenic needs, alcohol/drug use, motivation, mental health, cognitive functioning and client self-assessments.

Treatment Services:

The treatment/service provider will follow professionally recognized curriculums and treatment modalities.

The treatment/service provider will allow probation officers to attend and observe group sessions as requested.

The treatment provider(s) will meet with probation officers as needed for case management communication including Community Supervision Team (CST) meetings and officers attending group or individual sessions as needed.

The treatment/service provider will provide probation access to or copies of treatment/service manuals, guides or other tools if requested (these need not be
submitted during the RDQ process). If materials are copyrighted, the treatment/service provider will make materials available for probation staff to review on-site.

**Professional Working Structure:**

Any changes in group times or locations will be reported to the Probation Department (ie. the Sex Offender Unit Supervisor) in writing (e-mail) prior to the actual change.

The treatment provider must notify probation if they are no longer in good standing with any agency in which they receive professional licenses, board approval or are regulated by (e.g. ADAD, DORA, SOMB, etc.).

The treatment/service provider will promote the highest level of program standards and open communication by attending and participating in regular CST meetings.

Victim safety shall be the priority for all offender treatment. Treatment agencies/providers shall not allow victim blaming, intimidation or discussion intended to degrade or belittle the victim without immediate intervention.

The treatment/service provider will recognize the Probation Officer as an important member of the CST and shall seek input from, and collaborate with, the probation officer during required CST sessions as outlined in the SOMB Standards. The treatment/service provider will not work independently and will seek collaboration on the CST in order to prevent offender triangulation and promote containment.

The treatment/service provider will follow the Sex Offender Management Board Standards for treatment with Court Ordered Sex Offenders.

**Treatment Plans:**

Upon an offender entering treatment, a provider shall develop a written treatment plan based on the needs and risks identified in current and past assessments and evaluations of the offender. Treatment plans should evolve over the course of treatment as new information is discovered.

**Progress Reports:**

Treatment/service providers will submit monthly treatment reports no later than the 10th of each month to the probation officer of each probationer.

**Termination/Discharge:**

The treatment/service provider will work with offenders to transition them into the community and provide copies of a client discharge to the supervising Probation Officer within 2 business days from the discharge date.

**After-Care:**
The treatment/service provider will provide a discharge plan and after-care services to probationers upon completion of treatment. The treatment/service provider will submit a sample of a discharge plan and aftercare services.

**Background Checks:**

The Colorado Judicial Department requires that all persons who perform services under an agreement entered pursuant to this RDQ must pass a criminal background check before working under the agreement, which **background check shall be valid for two (2) years**. All such background checks will be carried out, at no charge to the contractor or the worker, by the Judicial Department’s Human Resources Division under standards developed by the Judicial Department. No person shall perform any work under the agreement without having in place a valid criminal background check. The decision as to whether the worker passes the criminal background check will be in the sole discretion of the Judicial Department.

**SECTION III. EVALUATION CRITERIA:**

The following factors (not listed in order of priority) will be considered in evaluating each Documented Quote. The Judicial Department reserves the right to consider other factors, not named here, in making its decision. Please also provide a tabbed separate section for each service area identified above to which you are responding.

- Treatment services offered
- Price per month or per treatment session
- Location of program services
- Customer references
- All requested documentation and reports listed within the Statement of Work section
- Work experience including previous or on-going services that your agency is involved with.

The Contract/Purchase Order(s) may be awarded to the Offeror whose quote, conforming to this Request for Documented Quote, will be the most advantageous to the Judicial Department, price and other factors considered. Due to the evaluation procedure for the Request for Documented Quote, lowest dollar price MAY or MAY NOT indicate the successful awardee. Price constitutes only one of several evaluation criteria.

Treatment/service providers, who offer the following services, shall have preference:

- Treatment services that are evidence based
- Frequent meetings with probation or the court as needed
- Experience working with high risk adult criminal justice populations
- Offer a range of services in terms of modality and intensity
- Offer separate group sessions for low risk and higher risk offenders, male and female offenders, special needs offenders or juvenile and adult clients.

Treatment/service providers who include the following in their progress reports shall have preference:
- Initial Evaluation Date
- Attendance
- Number of group sessions attended/absent from for the month.
- Progress on treatment plan/competencies
- Participation
- Motivation
- Date of last/next scheduled CST
- Recommendation for adjunct services (as needed)
- Fee compliance (delinquent or current)
- Any issues or concerns

SECTION IV. AWARD PERIOD / LENGTH OF CONTRACT:

This RDQ solicits quotes to cover a 12 month award period with the possibility of three renewals of up to one year each. Renewals may be offered at the sole discretion of Probation and are contingent upon funds being appropriated, budgeted, and otherwise made available, and other contractual requirements, if applicable, being satisfied.

The initial contract will cover the period beginning May 1st, 2015 through April 30, 2016. At the end of the initial contract term, the contract may be renewed for up to three additional periods of up to 12 months each upon mutual written agreement of the parties.

PRICE INCREASES: The offered price must be a firm price, not subject to change during the initial contract period through April 30, 2016. Thereafter, the contract price for each subsequent annual contract term will be fixed for that term upon agreement of the parties. Requests for price increases must be based on documented increases in the market price of supplies and/or increased cost of labor as required by the workers’ union contract. Any such increases can be provided only if the Department is able to obtain adequate funding. Any proposed price increases must be submitted in writing to the Judicial Department at least 30 days prior to the end of the current contract period. Documentation supporting the price increase must accompany the request.

SECTION V. TERMS AND CONDITIONS:

By submitting a Quote in response to this Documented Quote, the Offeror acknowledges that Offeror has read the entire request for Documented Quote and agrees to accept its provisions and conditions.

SECTION VI. GENERAL PROVISIONS/CONDITIONS

A. SOLICITATION
1. **DISCUSSION WITH OFFERORS:** Discussions may be conducted with apparent responsive Offerors for the purpose of clarification to assure full understanding of the requirements of the solicitation. All solicitations, in the Judicial Department’s sole judgment, needing clarification, shall be accorded such an opportunity.

2. **OFFEROR QUALIFICATION:** Offerors must upon request provide satisfactory evidence of their ability to furnish commodities or services in accordance with the terms and conditions of these specifications. The Judicial Department reserves the right to make the final determination as to the Offeror's ability to provide the commodities or services requested herein.

3. **AMENDMENTS:** All amendments to and interpretations of this solicitation shall be in writing from the Judicial Department. Any amendment or interpretation that is not in writing shall not legally bind the Judicial Department.

4. **OFFEROR RESPONSIBILITY:** Each Offeror shall become fully acquainted with conditions relating to the scope and restrictions attending the execution of the work under the conditions of this solicitation. It is expected that this will sometimes require on-site observation. The failure or omission of an Offeror to become acquainted with existing conditions shall not provide relief of any obligation with respect to this solicitation or to the contract.

5. **REJECTION:** The Judicial Department reserves the right to reject any submission that contains prices for individual commodities or services that are unreasonable when compared to the same or other submissions if such action is in the best interest of the Judicial Department.

6. **COMPETITION:** This solicitation is intended to promote open competition. If the language, specifications, terms and conditions, or any combination thereof restricts or limits the requirements in this solicitation to a single source, it shall be the responsibility of the interested supplier to notify the Judicial Department in writing. Written notification must be received five (5) days prior to the submission opening date. The solicitation may or may not be changed but a review of such notification will be made prior to award.

7. **WAIVER:** The Judicial Department reserves the right to waive any Instruction to Offerors, General or Special Provision, General or Special Condition or Specification deviation in accordance with rules established in the Colorado Judicial Department Procurement Manual.

8. **RESPONSE MATERIAL OWNERSHIP:** All material submitted regarding this solicitation becomes the property of the Judicial Department and will only be returned to the Offeror at the Judicial Department’s option.

9. **BID/PROPOSAL COSTS:** The Judicial Department is not liable for any cost incurred by Offerors prior to issuance of a contract or purchase order.

10. **ADDITIONAL DATA:** The Offeror should submit any additional information or data not requested in this solicitation which the Offeror believes should be considered in the evaluation of a response.

11. **STANDARD CONTRACT:** The Judicial Department reserves the right to incorporate standard contract provisions into any contract negotiations that result from a bid, proposal or quote submitted in response to this solicitation, including but not limited to all provisions listed in subsection B, below.

12. **F.O.B. POINT:** All prices bid shall be F.O.B. Judicial Department Destination.

13. **SPECIFICATION REQUIREMENT:** All submissions must meet or exceed the specifications provided herein. Evaluation of the extent to which submissions meet specifications will be performed solely and determined solely by the Judicial Department.

14. **NON-COLLUSION:** The Offeror affirms, by signing the Solicitation Information Sheet, that the proposed price has been arrived at independently without collusion, consultation, or communication with any other Offeror or with any competitor; the said proposed price was not
disclosed by the Offeror and was not knowingly discussed prior to the submission, directly or indirectly, with any other Offeror or with any competitor; and no attempt was made by the Offeror to influence any other person, partnership, or corporation for the purpose of restricting competition.

B. CONTRACT

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

2. PERA RETIREES: Contractor shall have a continuing duty throughout this Agreement’s term to provide prompt notice to the Department of any person who provides compensable services under this Agreement who is also a Retiree receiving retirement benefits from the Colorado Public Employees’ Retirement Association (PERA). All required notices and information should be sent to the Department Controller at the Department’s address listed above. The Department shall not be liable for any reduction or loss of PERA retirement benefits that may occur due to the Retiree’s work under this Agreement.

3. PAYMENT TERMS: Complete payment by Judicial Department will be made ONLY after acceptance of performance (all specifications met and services accepted by the Project Manager).

4. VENDOR OFFSET: Pursuant to Colorado Statute, the State of Colorado may withhold payments under the vendor offset intercept system for: (a) unpaid child support debt or child support arrearages; (b) unpaid balance of tax, accrued interest, or other charges specified in Article 21, Title 39, CRS; (c) unpaid loans due to the student loan division of the department of higher education; (d) owed amounts required to be paid to the unemployment compensation fund; and (e) other unpaid debts owing to the state or any agency thereof, the amount of which is found to be owing as a result of final agency determination or reduced to judgment as certified by the controller.

5. DEFAULT: In case of default by the Contractor, the Judicial Department reserves the right to purchase any or all items in default in the open market, charging the Contractor with any additional costs. The defaulting Contractor shall not be considered a responsible Offeror until the assessed charge has been satisfied.

6. TAXES: As a division of State Government, the Judicial Department is exempt from the payment of Federal, State and/or local tax assessments, and therefore, no taxes shall be charged to it under this Agreement. If the tax exemption is inapplicable or should change the Judicial Department agrees to pay all applicable taxes. The Offeror is hereby notified that when materials are purchased in certain political subdivisions, they may be required to pay sales tax even though the commodity or service is ultimately provided to the Judicial Department. Such tax payments will not be reimbursed by the Judicial Department. The Judicial Department’s State tax exempt number is 98-01817.

7. CONTRACT ADMINISTRATION: Questions or problems arising after award of contract shall be directed to the Judicial Department representative identified in the contract.

8. FORCE MAJEURE: The Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include acts of God or of the public enemy, acts of the
Government in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather. In every case the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by default of a subcontractor, and such default is beyond the control of both the Contractor and subcontractor, the Contractor shall not be liable for any excess costs for failure to perform. However, the sub-contractor default does not apply if the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.

9. **INDEMNIFICATION:** To the extent authorized by law, the Contractor shall indemnify, save, and hold harmless the Judicial Department, its employees and agents, against any and all claims, damages, liability, and court awards. This includes any costs, expenses, and attorney fees incurred as a result of any act or omission, by the Contractor, or its employees, agents, subcontractors, or assignees pursuant to the terms of the contract.

10. **PUBLICITY RELEASES:** Contractor agrees not to refer to award of this project in commercial advertising in such a manner as to state or imply that the commodities or services provided are endorsed or preferred by the Judicial Department.

11. **CHOICE OF LAW/VENUE:** The laws of the State of Colorado, U.S.A. shall govern in connection with the formation, performance, and the legal enforcement of any contract or purchase order issued under this solicitation and the venue for any suit or claim arising from the performance of this contract or purchase order shall be in the courts of the State of Colorado.

12. **QUALITY OF PRODUCT:** (This clause does not apply to solicitations for service requirements.) Unless otherwise indicated in the solicitation, it is understood and agreed that any item offered or shipped on this solicitation shall be new and in first class condition, that all containers shall be new and suitable for storage or shipment, and that prices include standard commercial packaging.

13. **ASSIGNMENT; SUBCONTRACTING:** Any contract resulting from this solicitation may not be assigned, sublet, subcontracted, or transferred without the written consent of the Judicial Department.

14. **FAIR EMPLOYMENT:** The Contractor must comply with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees, without regard or discrimination by reason of race, color, religion, sex, national origin, or physical handicap.

15. **PURCHASES FROM OTHER SOURCES:** The Judicial Department reserves the right to purchase separately any unusual requirements or large quantities of the items specified in this solicitation.

16. **CHEMICALS AND OTHER HAZARDOUS MATERIALS:** Chemicals and other hazardous materials will be properly labeled and Material Safety Data Sheets (MSDS) will be provided when shipping such materials to Judicial Department. Suppliers are required to send updated MSDS when properties of materials are changed and/or physical and health instructions become different.

17. **TERMINATION OF CONTRACT:** Any contract or purchase order resulting from this solicitation may be terminated by the Judicial Department in the following circumstances:

   a. **For Convenience.** The Judicial Department may terminate the contract, in whole or in part, for convenience of the agency, when the interests of the Judicial Department so require. The Judicial Department representative shall give at least 30 days written notice of such termination, specifying the part of the contract terminated and when the termination becomes effective. In the event of such termination, the Contractor will incur no further obligations with regard to the terminated work, and shall be compensated for any such work satisfactorily completed up to the effective date of the termination.

   b. **For Cause/Default.** The Judicial Department may terminate the contract upon default by Contractor, effective immediately upon receipt of notice, or at any time thereafter in the
discretion of the Judicial Department. “Default” is defined as the failure to fulfill in a timely
and satisfactory manner any of the duties or obligations required under the contract. The
Judicial Department may in its discretion permit the Contractor a period of time to cure the
default.

c. For Loss of Funds. In the event that funding for any activity established by the contract is
discontinued or decreased by the State of Colorado, the Judicial Department may terminate
the contract or reduce its scope without penalty effective immediately upon receipt of notice
of such termination or reduction. In the event of such termination or reduction, the Contractor
will be compensated for the value of services actually performed, if any, prior to the effective
date of the termination or reduction.

18. ITEM SUBSTITUTION: (This clause does not apply to solicitations for service requirements.)
No substitutes will be allowed on purchase orders without permission from the Judicial
Department.

19. INSURANCE REQUIREMENTS:

a. The contractor shall obtain, and maintain at all times during the term of this contract,
insurance in the following kinds and amounts:

1) Workers’ Compensation Insurance as required by state statute, and Employer’s Liability
Insurance covering all of contractor’s employees acting within the course and scope of
their employment.

2) Commercial General Liability Insurance written on ISO occurrence form CG 00 01 10/93
or equivalent, covering premises operations, fire damage, independent contractors,
products and completed operations, blanket contractual liability, personal injury, and
advertising liability with minimum limits as follows:
   i. $1,000,000 each occurrence;
   ii. $1,000,000 general aggregate;
   iii. $1,000,000 products and completed operations aggregate; and
   iv. $50,000 any one fire.

   If any aggregate limit is reduced below $1,000,000 because of claims made
   or paid, the contractor shall immediately obtain additional insurance to
   restore the full aggregate limit and furnish to the State a certificate or other
document satisfactory to the State showing compliance with this provision.

3) Professional liability insurance with an aggregate limit of at least $1,000,000. For
policies written on a claims-made basis, the policy shall include an endorsement,
certificate or other evidence that coverage extends two years beyond the performance
period of the Agreement. Contractor shall provide a copy of a certificate of such
insurance within seven (7) days of execution of this Contract. The insurance policy shall
not contain a sexual misconduct exclusion.

b. The State of Colorado shall be named as additional insured on the Commercial General
Liability and Automobile Liability Insurance policies (leases and construction contracts will
require the additional insured coverage for completed operations on endorsements CG 2010
11/85, CG 2037, or equivalent). Coverage required of the contract will be primary over any
insurance or self-insurance program carried by the State of Colorado.

c. The above insurance policies shall include provisions preventing cancellation or non-renewal
without at least thirty (30) days prior notice to the Contractor/Insured, and Contractor shall
notify Probation by certified mail, personal delivery with receipt or email of any such
imminent cancellation or non-renewal within seven (7) days after the Contractor/Insured’s
receipt of such notice.
d. The contractor will require all insurance policies in any way related to the contract and secured and maintained by the contractor to include clauses stating that each carrier will waive all rights of recovery, under subrogation or otherwise, against the State of Colorado, its agencies, institutions, organizations, officers, agents, employees and volunteers.

e. All policies evidencing the insurance coverages required hereunder shall be issued by insurance companies satisfactory to the State.

f. The contractor shall provide certificates showing insurance coverage required by this contract to the State within 7 business days of the effective date of the contract, but in no event later than the commencement of the services or delivery of the goods under the contract. No later than 15 days prior to the expiration date of any such coverage, the contractor shall deliver the State certificates of insurance evidencing renewals thereof. At any time during the term of this contract, the State may request in writing, and the contractor shall thereupon within 10 days supply to the State, evidence satisfactory to the State of compliance with the provisions of this section.

g. Notwithstanding subsection A of this section, if the contractor is a “public entity” within the meaning of the Colorado Governmental Immunity Act CRS 24-10-101, et seq., as amended (“Act”), the contractor shall at all times during the term of this contract maintain only such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Act. Upon request by the State, the contractor shall show proof of such insurance satisfactory to the State.

20. ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS. Each Party consents to the use of electronic signatures by either Party. The Agreement, and any other documents requiring a signature hereunder, may be signed electronically in the manner agreed to by the Parties. The Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. The Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.
STATE OF COLORADO JUDICIAL DEPARTMENT

4th Judicial District Probation Department
270 South Tejon Street Suite W200
Colorado Springs, CO  80903

Confirmation of Offer

The following information is submitted in response to Solicitation # JUD-RDQ-16-04 SO TX. The below named company is voluntarily submitting this offer and acknowledges that it is consistent with the specifications, terms and conditions, and INCLUDES ACKNOWLEDGMENT OF ALL MODIFICATIONS POSTED ON THE COLORADO JUDICIAL BRANCH WEBSITE.

COMPANY NAME*: ______________________________________________________________

ADDRESS: ____________________________________

CITY: ______________________________________ STATE: ________ ZIP: _______________

F.E.I.N.** : ___________________________________________________________________

DELIVERY DATE: ________________________________________________

PAYMENT TERMS: ______________________________________________________________

SIGNATURE: _________________________________________ DATE: ___________________

*TYPED/PRINTED NAME: ________________________________________________________

TITLE: _______________________________________________________________________

PHONE: (_______)_____________________

FAX: (_______)__________________________

E-MAIL ADDRESS: ______________________________________________________________

OFFER MUST BE VALID FOR Thirty (30) days.

* PARENT COMPANY: If an Offeror is owned or controlled by a parent company, the name, main office address, and parent company’s tax identification number must be provided in the solicitation.

** Supplier is required to submit Federal Employer Identification Number (F.E.I.N.) before payment can be made.

PLEASE RETURN THIS PAGE WITH SOLICITATION DOCUMENTS
SECTION VIII. ATTACHMENT B: Pricing Information Sheet

Please provide pricing by monthly cost or per treatment session cost whichever is more appropriate for type of service.

If no standard pricing sheet format is provided by the Judicial Department as part of this attachment, the Offeror may use their own format to provide pricing information. However, this page must still accompany Offeror’s price information.

Company Name: _______________________________________

Authorized Signature: _______________________________ Date: ____________

Typed/Printed Authorizer Name: _______________________________________

PLEASE RETURN THIS PAGE WITH SOLICITATION DOCUMENTS