

**ADAMS COUNTY, COLORADO
SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this February 4 2013, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and **ADAMS COUNTY HOUSING AUTHORITY** located at 7190 Colorado Boulevard, Commerce City, Colorado 80022, hereinafter referred to as the "Contractor." The County and the Contractor may be collectively referred to herein as the "Parties".

The County and the Contractor, for the consideration herein set forth, agree as follows:

1. **SCOPE OF WORK OF THE CONTRACTOR:**

- 1.1. All work shall be in accordance with the attached **RFP 2012.226B as Exhibit A1** and the Contractor's responses as **Attachments A1-A6** to RFP 2012.226B attached hereto and incorporated herein by reference. Should there be any discrepancy between **Attachments A1-A6** and this Agreement the terms and conditions of this Agreement shall prevail.

RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor performance under this Agreement, as referenced in **Exhibit A1**.

2. **TERM:**

- 2.1. **Term of Agreement:** The initial term of this Agreement shall the date of execution by the Board of County Commissioners. This Agreement shall terminate on January 31, 2014, unless sooner terminated as specified elsewhere herein.

3. **PAYMENT AND PRICE SCHEDULE:** The County shall pay the Contractor for work furnished under this Agreement as outlined in **Attachments A1-A6** and the Contractor shall accept as full payment for those works, not to exceed amount of **one hundred thirty thousand dollars and no cents (\$130,000.00)** for the initial term of the Agreement.

A. **Invoices**

Invoices will be submitted to the County Project Manager by the Contractor for the previous month of service. Invoices and reports will be required to be submitted at the same time. Submitted detailed monthly invoice billing statements must include the dates, and types of services performed. Payment of the invoices by the County will be made within twenty-five (25) days of the receipt thereof.

B. Fund Availability

The County has appropriated sufficient funds for this Agreement for the current fiscal year. Payment pursuant to this Agreement, whether in full or in part, is subject to and contingent upon the continuing availability of County funds for the purposes hereof. In the event funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

4. **INDEPENDENT CONTRACTOR:** In providing services under this Agreement, the Contractor acts as an independent contractor and not as an employee of the County. The Contractor shall be solely and entirely responsible for his/her acts, and the acts of his/her employees, agents, servants, and subcontractors during the term and performance of this Agreement. No employee, agent, servant, or subcontractor of the Contractor shall be deemed to be an employee, agent, or servant of the County because of the performance of any services or work under this Agreement. The Contractor, at its expense, shall procure and maintain workers' compensation insurance as required by law. **Pursuant to the Workers' Compensation Act § 8-40-202(2)(b)(IV), C.R.S., as amended, the Contractor understands that it and its employees and servants are not entitled to workers' compensation benefits from the County. The Contractor further understands that it is solely obligated for the payment of federal and state income tax on any moneys earned pursuant to this Agreement.**

5. **NONDISCRIMINATION:** The Contractor shall not discriminate against any employee or qualified applicant for employment because of age, race, color, religion, marital status, disability, sex, or national origin. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices provided by the local public agency setting forth the provisions of this nondiscrimination clause.

6. **INDEMNIFICATION:** The Contractor agrees to indemnify and hold harmless the County, its officers, agents, and employees for, from, and against any and all claims, suits, expenses, damages, or other liabilities, including reasonable attorney fees and court costs, arising out of damage or injury to persons, entities, or property, caused or sustained by any person(s) as a result of the Contractor's performance or failure to perform pursuant to the terms of this Agreement or as a result of any subcontractors' performance or failure to perform pursuant to the terms of this Agreement.

7. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:
 - 7.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

7.1.1. Each Occurrence	\$1,000,000
7.1.2. General Aggregate	\$2,000,000

 - 7.2. **Comprehensive Automobile Liability Insurance:** to include all motor vehicles owned, hired, leased, or borrowed.

- 7.1.3. Bodily Injury/Property Damage \$1,000,000 (each accident)
- 7.1.4. Personal Injury Protection Per Colorado Statutes
- 7.2. Workers' Compensation Insurance: Per Colorado Statutes
- 7.3. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
 - 7.3.1. Each Occurrence \$1,000,000
 - 7.3.2. This insurance requirement applies only to Contractors who are performing services or work under this Agreement as professionals licensed under the laws of the State of Colorado, such as physicians, lawyers, engineers, nurses, mental health providers, and any other licensed professionals.
- 7.4. Adams County as "Additional Insured": The Contractor's commercial general liability and comprehensive automobile liability, insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
 - 7.4.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor.
 - 7.4.2. The insurance companies issuing the policy or policies shall have no recourse against the County for payment of any premiums due or for any assessments under any form of any policy.
 - 7.4.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 7.5. Licensed Insurers: All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.
- 7.6. Endorsement: Each insurance policy herein required shall be endorsed to state that coverage shall not be suspended, voided, or canceled without thirty (30) days prior written notice by certified mail, return receipt requested, to the County.

7.7. Proof of Insurance: Proof of insurance shall be provided to the County upon execution of this Agreement. Contractor shall provide the County certified copies of such policy or policies. Any payment due under this agreement shall be withheld until Contractor has provided such proof of insurance. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.

8. **TERMINATION:**

8.1. For Cause: If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.

8.2. For Convenience: The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

8.3. Termination for Default. An Agreement may be terminated for default because of the Contractor's actual or anticipated failure to perform its contractual obligations. The County will not be liable for the Contractor's costs on undelivered work and may be entitled to the repayment of progress payments. If the Contractor's failure to progress or perform endanger performance of the Agreement, the County Purchasing Department Manager will issue a written notice to the Contractor (generally called a "Cure Notice") specifying the failure and providing a period of ten (10) days in which to "cure" the failure. After the ten (10) days, the County Purchasing Department Manager may issue a notice of termination for default, unless the failure to perform has been cured.

9. **MUTUAL UNDERSTANDINGS:**

9.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County.

9.2. Compliance with Laws: During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) when exposed to or provided with any data or records under this Agreement that are considered to be "Protected Health Information."

- 9.3. Record Retention: The Contractor shall maintain records and documentation of the services or work provided under this Agreement, including fiscal records, and shall retain the records for a period of five (5) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or county personnel.
- 9.4. Assignability: Neither this Agreement, nor any rights hereunder, in whole or in part, shall be assignable or otherwise transferable by the Contractor without the prior written consent of the County.
- 9.5. Waiver: Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 9.6. Force Majeure: Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 9.7. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that a facsimile was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

County:

Sally Ten Eyck, Project Manager
 Contract Manager
 Adams County Human Services Department
 7190 Colorado Blvd
 Commerce, Colorado 80601
 Office: 303.227.2116
STenEyck@adcogov.org

and Purchasing Department
 4430 South Adams County Pkwy
 4th Floor Suite C4000A
 Brighton, Colorado 80601

and Adams County Attorney's Office
 4430 South Adams County Pkwy
 Brighton, Colorado 80601

Contractor:

Chris Shaffner
 Chief Operating Officer
 Adams County Housing Authority
 7190 Colorado Blvd
 Commerce City, Colorado 80022
 Phone: 303.227.2075
cshaffner@achaco.com

- 9.8. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.
- 9.9. Severability: If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.
- 9.9. Authorization: Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

10. CHANGE ORDERS OR EXTENSIONS:

- 10.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in **Exhibit A1**, or, if no provision exists, pursuant to the terms of the Change Order.
- 10.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

11. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (agreement for service or work) and for the duration thereof:

- 11.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.
- 11.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this agreement for services or work.
- 11.3. The Contractor shall not 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 to perform work under this agreement for services or work.

- 11.4. At the time of signing this agreement for services or work, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this agreement for services or work through participation in either the E-Verify Program or the Department Program
- 11.5. 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 agreement for services or work is being performed.
- 11.6. If Contractor obtains actual knowledge that a subcontractor performing work under this agreement for services or work knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to the previous paragraph, 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.
- 11.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. §8-17.5-102(5).
- 11.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.
12. All forms that were required for **RFP 2012.226B** are reference under **Attachments A** as items 1 through 6.

The remainder of this page left blank intentionally

CONTRACTOR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into an agreement for services or work with Adams County, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached agreement for services or work and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached agreement for services or work.

CONTRACTOR:

ADAMS COUNTY HOUSING AUTHORITY

CHRISTOPHER SHAFFNER
Authorized Name (Print or Type)

JANUARY 30, 2013
Date


Signature

CHIEF OPERATING OFFICER
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.

Signature Page

IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto.

**CONTRACTOR
ADAMS COUNTY
HOUSING AUTHORITY**

By: CHRISTOPHER SHAFFNER
Name (Print or Type)

[Signature]
Authorized Signature

CHIEF OPERATING OFFICER
Title

Date: JANUARY 30, 2013

**BOARD OF COUNTY COMMISSIONERS
ADAMS COUNTY, COLORADO**

By: [Signature]
Chair Signature

Date: 2-4-13

**ATTEST:
Karen Long
Clerk and Recorder**



[Signature]
Deputy Clerk Signature

**APPROVED AS TO FORM:
Adams County Attorney's Office**

By: [Signature]
Attorney Signature

Signed and sworn to before me on this 30th day of January, 2013

by Christopher Shaffner

[Signature]
Notary Public

My commission expires on: _____

**JENNIFER NELSON-PETTY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964001356
MY COMMISSION EXPIRES FEBRUARY 10, 2016**

ATTACHMENT A
(Documents following this page of the Agreement)

Attachments:

1. BAFO, email dated January 7, 2013
2. BAFO, email dated November 14, 2012
3. Amendment One, dated October 15, 2012
4. Proposal, dated October 18, 2012
5. Contractor's Signed Certificate of Compliance for RFP 2012.226, dated October 17, 2012
6. Offeror's Statement /Signature Page for RFP 2012.226, dated October 17, 2012

The remainder of this page left blank intentionally



ADAMS COUNTY HOUSING AUTHORITY

7190 Colorado Boulevard Commerce City, Colorado 80022
(303) 227-2075 FAX (303) 227-2088 Colorado Relay 1-800-659-2656
www.adamscountyhousing.com

January 7, 2013

Purchasing Agent II
Adams County Government Center
4430 South Adams County Parkway
Brighton, Colorado 80601-8212

RE: Best and Final Offer for Request for Proposal 2012.226 Case Management Services Temporary Assistance for Needy Families (TANF) Housing and Domestic Violence

Dear Ms. Casteel:

I am writing in response to your letter dated January 4, 2013 requesting Adams County Housing Authority's (ACHA) Best and Final Offer in response to Adams County's Request for Proposal 2012.226 Case Management Services for Temporary Assistance for Needy Families (TANF) Housing and Domestic Violence.

Thank you for the opportunity to respond to the Evaluation Committee's request for additional information.

1. Yes, ACHA can provide TANF Housing services if awarded \$130,000 for the base year and \$130,000 for two additional years totaling \$390,000 over three years.

Unfortunately, with a static amount awarded each year the number of clients we can serve through this funding will decrease each year as Base Services (employee health care and other benefit costs) and Direct Assistance (rents) costs will increase each year.

Base Year: 1,305 families or 4,248 individuals. Direct Assistance will be limited to 70 families.
Year Two: 1,107 families or 3,099 individuals. Direct Assistance will be limited to 67 families.
Year Three: 907 families or 2,539 individuals. Direct Assistance will be limited to 64 families.

We have included a revised Fee Schedule reflecting the \$130,000 per year for three years funding amount.

Should you have any questions regarding our response please contact ACHA's Grants Manager, Jennifer Nelson-Petty at 303.227.2087 or jpetty@achaco.com.

Sincerely,

A handwritten signature in black ink, appearing to read 'Chris Shaffner'.

Chris Shaffner
Chief Operating Officer

Base Expenses
 (show fees for a 12 month period)
 Position/Base Expense
 Description
 (Column A)
 Agreement Allocation
 of Time/Fees
 (Column B) Annual Salary and Benefit Fee
 (Column C)
 Overhead
 Total Equals Column A *
 (B + C)

i.e. Supervisor (example)
 Provides supervision of case workers

50%
 \$45,000
 \$2,500
 \$23,750

i.e. Manager (example)
 Provides supervision for entire program

35%
 \$55,000
 \$2,900
 \$20,265

i.e. Case Worker (example)
 Provides direct case mgt. service to TANF clients

75%
 \$40,000
 \$2,100
 \$31,575

i.e. Case Worker (example)
 Provides direct case mgt. service to TANF clients

80%
 \$40,000
 \$2,100
 \$33,680

i.e. Case Worker (example)
 Provides direct case mgt. service to TANF clients

100%
 \$40,000
 \$2,100
 \$42,100

i.e. Job Developer (example)
 Develops internships, job placements, and builds business relationships

50%
 \$45,000
 \$2,500

	\$23,750
i.e. Rent (example)	
Office space	
	30%
	\$30,000
	\$0
	\$9,000
i.e. Utilities (example)	
Gas, electric and water	
	30%
	\$7,000
	\$0
	\$2,100
	\$0
	\$0
Total of Base Expenses:	\$186,220

Adams County Housing Authority
TANF Proposal Fee Schedule 2013
Appendix B \$130,000

Base Expenses					
Position/Base Expense	Description	(Column A) Agreement Allocation of Time/Fees	(Column B) Annual Salary and Benefit Fee	(Column C) Overhead	Total Equals Column A * (B + C)
Director of Housing Counseling	Provides supervision of case workers	10%	\$ 63,795.00	In-Kind	\$6,316
Housing Counselor	Provides direct case mgt. service to TANF clients. Teaches Housing Counseling Workshop	71%	\$ 40,637.00	In-Kind	\$28,901
Housing Counselor	Provides direct case mgt. service to TANF clients including offering counseling in Spanish	15%	\$ 40,637.00	In-Kind	\$6,035
Total of Base Expenses:					\$41,251

Total Expenses		
Budget Item	Description	Amount
Base Expenses	Equals total of Base Expenses from above	\$41,250
Direct Financial Assistance for Rental Payments	Amount in contract for payments to landlords for clients' rental payments	\$52,000
Direct Financial Assistance for Mortgage Payments	Amount in contract for payments to mortgage companies for clients' mortgage payments (Maybe diverted to Rental Payments based on demand)	\$3,000
TPT- Contingency Fund	Amount in contract for payments to cover clients' housing related payments (Maybe diverted to Rental Payments based on demand, and prior approval)	\$33,750
Total :		\$130,000



ADAMS COUNTY HOUSING AUTHORITY

7190 Colorado Boulevard Commerce City, Colorado 80022
 (303) 227-2075 FAX (303) 227-2098 Colorado Relay 1-800-659-2656
 www.adamscountyhousing.com

November 14, 2012

Purchasing Agent II
 Adams County Government Center
 4430 South Adams County Parkway
 Brighton, Colorado 80601-8212

RE: Best and Final Offer for Request for Proposal 2012.226 Case Management Services Temporary Assistance for Needy Families (TANF) Housing and Domestic Violence

Dear Ms. Casteel:

I am writing in response to your letter dated November 13, 2012 requesting Adams County Housing Authority's (ACHA) Best and Final Offer in response to Adams County's Request for Proposal 2012.226 Case Management Services for Temporary Assistance for Needy Families (TANF) Housing and Domestic Violence.

Thank you for the opportunity to respond to the Evaluation Committee's request for additional information.

1. Yes, ACHA's programs as submitted in the RFP will be operational by January 1, 2013.
2. Scope of service for following funding increments:

Funding Level	Scope of Service	Estimated Clients to be Served
\$50,000	Drastically reduced case management and direct client services for homeless prevention and rapid re-housing of clients in shelters or transitional housing programs with the Non-Profit and Human Services agencies throughout Adams County	Approximately 505 families of 1416 individuals. Direct assistance would be reduced to an estimated 24 families at an average of \$750.00 per family.
\$75,000	Dramatically reduced case management and direct client services for homeless prevention and rapid re-housing of clients in shelters or transitional housing programs with the Non-Profit and Human Services agencies throughout Adams County	Approximately 758 families or 2124 individuals. Direct assistance would be reduced to an estimated 39 families.
\$100,000	Extremely reduced case management and direct client services for homeless prevention and rapid re-housing of clients in shelters or transitional housing programs with the Non-Profit and Human Services agencies throughout Adams County	Approximately 1000 families or 2832 individuals. Direct Assistance would be reduced to as estimated 53 families.
\$150,000	Services as described in the RFP to include case management to all clients requesting housing services and receiving direct services through either direct assistance or contingency funding through this funding source.	Approximately 1500 families or 4248 individuals. Direct Assistance would be reduced to an estimated 80 families.

Please note we have only requested approximately 35% of the funds for case management and case management supervision because it does not include operational shelter costs, as well as approximately 39% for direct assistance and approximately 25% for contingency funds.

3.

The homeless prevention services described in ACHA's submitted proposal will be available to all eligible Adams County residents including residents of Brighton, Northglenn, Westminster and Thornton.

ACHA is able to provide hotel vouchers for emergency shelter but did not submit a request for those funds in our original proposal. Low Income Family Empowerment, ACHA's subsidiary 501(c)(3) serves as the fiscal agent for Cold Weather Care, an emergency shelter that operates during the winter months. However, ACHA does not directly provide emergency shelter or a direct transitional housing program. We do work on a weekly basis with the non-profit shelters in the community including Almost Home in Brighton, ACCESS Housing in Commerce City, Growing Home in Westminster, and Alternatives to Family Violence in Commerce City as well as the Adams County Human Services to provide first month's rent and deposit with TANF funding for those transitioning from a shelter or transitional housing program to permanent housing.

We have included Attachment B for each of the increments listed in question 2. For each of the increments we will provide invoice billing as well as provide services during Adams County Government's normal work hours, excluding holidays.

We appreciate Adams County's high standards and the thoroughness of the review process. Should you have any questions regarding our response please contact ACHA's Grants Manager, Jennifer Nelson-Petty at 303.227.2087 or jpetty@achaco.com.

Sincerely,



Chris Shaffner
Chief Operating Officer

Adams County Housing Authority
 TANF Proposal Fee Schedule 2013
 Appendix B \$50,000

Base Expenses					
Position/Base Expense	Description	(Column A) Agreement Allocation of Time/Fees	(Column B) Annual Salary and Benefit Fee	(Column C) Overhead	Total Equals Column A * (B + C)
Director of Housing Counseling	Provides supervision of case workers	10%	\$ 28,762.61	In-Kind	\$2,876
Housing Counselor	Provides direct case mgt. service to TANF clients. Teaches Housing Counseling Workshop	80%	\$ 16,856.19	In-Kind	\$13,485
Housing Counselor	Provides direct case mgt. service to TANF clients including offering counseling in Spanish	15%	\$ 16,856.19	In-Kind	\$2,528
Total of Base Expenses:					\$18,890

Total Expenses

Budget Item	Description	Amount
Base Expenses	Equals total of Base Expenses from above	\$18,890
Direct Financial Assistance for Rental Payments	Amount in contract for payments to landlords for clients' rental payments	\$18,251
Direct Financial Assistance for Mortgage Payments	Amount in contract for payments to mortgage companies for clients' mortgage payments (Maybe diverted to Rental Payments based on demand)	\$1,659
TPT- Contingency Fund	Amount in contract for payments to cover clients' housing related payments (Maybe diverted to Rental Payments based on demand, and prior approval)	\$11,200
Total :		\$50,000

Adams County Housing Authority
 TANF Proposal Fee Schedule 2013
 Appendix B \$75,000

Base Expenses					
Position/Base Expense	Description	(Column A) Agreement Allocation of Time/Fees	(Column B) Annual Salary and Benefit Fee	(Column C) Overhead	Total Equals Column A * (B + C)
Director of Housing Counseling	Provides supervision of case workers	10%	\$ 43,143.42	In-Kind	\$4,314
Housing Counselor	Provides direct case mgt. service to TANF clients. Teaches Housing Counseling Workshop	80%	\$ 25,284.29	In-Kind	\$20,227
Housing Counselor	Provides direct case mgt. service to TANF clients including offering counseling in Spanish	15%	\$ 25,284.29	In-Kind	\$3,793
Total of Base Expenses:					\$28,334

Total Expenses

Budget Item	Description	Amount
Base Expenses	Equals total of Base Expenses from above	\$28,334
Direct Financial Assistance for Rental Payments	Amount in contract for payments to landlords for clients' rental payments	\$27,377
Direct Financial Assistance for Mortgage Payments	Amount in contract for payments to mortgage companies for clients' mortgage payments (Maybe diverted to Rental Payments based on demand)	\$2,489
TPT- Contingency Fund	Amount in contract for payments to cover clients' housing related payments (Maybe diverted to Rental Payments based on demand, and prior approval)	\$16,799
Total :		\$74,999

Adams County Housing Authority
 TANF Proposal Fee Schedule 2013
 Appendix B \$100,000

Base Expenses					
Position/Base Expense	Description	(Column A) Agreement Allocation of Time/Fees	(Column B) Annual Salary and Benefit Fee	(Column C) Overhead	Total Equals Column A * (B + C)
Director of Housing Counseling	Provides supervision of case workers	10%	\$ 57,525.22	In-Kind	\$5,753
Housing Counselor	Provides direct case mgt. service to TANF clients. Teaches Housing Counseling Workshop	80%	\$ 33,712.38	In-Kind	\$26,970
Housing Counselor	Provides direct case mgt. service to TANF clients including offering counseling in Spanish	15%	\$ 33,712.38	In-Kind	\$5,057
Total of Base Expenses:					\$37,779

Total Expenses		
Budget Item	Description	Amount
Base Expenses	Equals total of Base Expenses from above	\$37,779
Direct Financial Assistance for Rental Payments	Amount in contract for payments to landlords for clients' rental payments	\$36,502
Direct Financial Assistance for Mortgage Payments	Amount in contract for payments to mortgage companies for clients' mortgage payments (Maybe diverted to Rental Payments based on demand)	\$3,318
TPT - Contingency Fund	Amount in contract for payments to cover clients' housing related payments (Maybe diverted to Rental Payments based on demand, and prior approval)	\$22,399
Total :		\$99,998

Adams County Housing Authority
 TANF Proposal Fee Schedule 2013
 Appendix B \$150,000

Base Expenses					
Position/Base Expense	Description	(Column A) Agreement Allocation of Time/Fees	(Column B) Annual Salary and Benefit Fee	(Column C) Overhead	Total Equals Column A * (B + C)
Director of Housing Counseling	Provides supervision of case workers	10%	\$ 86,676.15	In-Kind	\$8,668
Housing Counselor	Provides direct case mgt. service to TANF clients. Teaches Housing Counseling Workshop	80%	\$ 50,796.15	In-Kind	\$40,637
Housing Counselor	Provides direct case mgt. service to TANF clients including offering counseling in Spanish	15%	\$ 50,796.15	In-Kind	\$7,619
Total of Base Expenses:					\$56,924

Total Expenses

Budget Item	Description	Amount
Base Expenses	Equals total of Base Expenses from above	\$56,924
Direct Financial Assistance for Rental Payments	Amount in contract for payments to landlords for clients' rental payments	\$55,000
Direct Financial Assistance for Mortgage Payments	Amount in contract for payments to mortgage companies for clients' mortgage payments (Maybe diverted to Rental Payments based on demand)	\$5,000
TPT - Contingency Fund	Amount in contract for payments to cover clients' housing related payments (Maybe diverted to Rental Payments based on demand, and prior approval)	\$33,750
Total :		\$150,674



ADDENDUM OF SOLICITATION

SOLICITATION NUMBER: 2012.226
SOLICITATION DATE: Friday, September 28, 2012
DESCRIPTION: Case Management Services Temporary Assistance for Needy Families (TANF) Housing and Domestic Violence
ADDENDUM NUMBER: One (1)
ADDENDUM DATE: October 15, 2012

The hour and date specified for receipt of RFP 2012.226 [] is [X] is not extended to the following new hour and date: The above-numbered solicitation is amended as set forth below. Offeror must acknowledge receipt of this addendum prior to the hour and date specified in the solicitation or as amended by signing this form below or by acknowledging receipt of this addendum on each copy of the proposal submitted. **FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF PROPOSAL PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR PROPOSAL.** If by virtue of this addendum you desire to change an offeror already submitted, such change may be made by letter, provided the letter makes reference to the solicitation and this addendum, and is received prior to the hour and date specified.

DESCRIPTION OF ADDENDUM:

- A. This Addendum is being issued to provide answers to the questions received for RFP 2012.226 on Thursday, October 3, 2012:

QUESTIONS AND ANSWERS:

- Q1. Will the contractor be required to provide treatment and/or counseling to victims and their children in addition to referrals and resources services?
A1: **Yes. The offeror will be required to provide treatment and/or counseling to victims and their children in addition to referrals and resources services.**

- Q2. What agency provides the treatment now?
A2: **The County Human Services Department is currently contracted with Alternative to Family Violence for these services.**

- Q3. If we can only provide services (safety planning, resources, referrals) unrelated to treatment would be still be considered?
A3: **The County is seeking services from a qualified agency to provide all the services specified in the scope of services. Offeror can submit a proposal for the services that they can provided, please be clear as to what services you will and will not be providing. All proposals will be considered.**

- Q4. What is the current rate of compensation for the provider?
A4: **The offeror must submit their fees to provide the services per the solicitation scope of services.**

Q5: On page 13 number 2 Responses under Section XXII Proposal Preparation Instructions, should there be a response to this preparation instruction?

A5: **No response is required for paragraph 2. Paragraph 2 is the instructions for paragraphs 3-5. Please provide all responses in your proposal in the format listed.**

B. Except as provided herein, all terms and conditions of the solicitation remain unchanged and in full force and effect.

Purchasing Services

ACKNOWLEDGEMENT:

(Signature/Date)

(Name and Title)

(Company Name)

(Address)

cc: RFP 2012.226

Adams County Housing Authority

RFP #2012.226

TANF Proposal

October 18, 2012

Number of Pages: 8

Organizational Experience:

Summary of Organizational Budget

ACHA's 2012 organizational budget includes \$25.6 million in revenue, \$10 million of which is earned income from 14 owned and managed multi-family housing communities. The operating expense side of the budget totals \$23.5 million, including \$6.7 million for operating expenses of properties. ACHA's HUD-funded Section 8 program accounts for approximately \$11 million of annual revenue and expense.

Mission

Adams County Housing Authority serves county residents for whom conventional housing is unaffordable. We assist individuals, families, seniors and persons with disabilities throughout all of Adams County, including the rural and unincorporated areas. Our goal is to provide these households with quality, affordable housing options while supporting their efforts to achieve economic self-sufficiency.

History

A special meeting of the Adams County Board of County Commissioners was held on July 1, 1974 to authorize the creation of a Public Housing Authority, pursuant to Article 69-6 CRS 1963, as amended. ACHA was officially organized and incorporated on November 20, 1974, as authorized by Colorado Statute § 29-4-501. ACHA has been a HUD-approved Housing Counseling agency since 1978 and is the only HUD-approved counseling agency that serves the entire county.

In 1980, ACHA began an aggressive program to develop new affordable housing in Adams County with the purchase of the Della Villa Apartments (now called Orchard Crossing) in the City of Westminster. Since that first acquisition, ACHA has purchased or has been part of the development of 17 other properties. Today ACHA owns nearly 1,251 units of affordable rental housing. This portfolio ranges from units that serve the elderly and disabled populations to family-oriented apartment communities. Less than 5% of ACHA's portfolio is subject to federally subsidized Public Housing programs. The balance of ACHA's portfolio has been developed during the last 15 years using various financing packages that include the following: issuance of mortgage revenue tax-exempt bonds, 4% and 9% low-income housing tax credit programs (LIHTC), Community Development Block Grants (CDBG), HOME Investment Partnership and conventional mortgage financing products.

In 1992, ACHA began a homeownership program. This program provides educational workshops for first-time homebuyers and down payment assistance. This program has

educated over 4,012 individuals and provided down payment assistance to over 505 households in Adams County.

ACHA currently owns and manages 42 units of public housing and administers over 1,384 Section 8 Housing Choice Vouchers for county residents.

A staff of 78 operates in six departments, caring for nearly 15,000 residents who live in ACHA owned, developed or administered housing units or who are accessing program services.

Current Agency Organizational Chart

Please see Appendix H

Easily Accessible Location

ACHA offices are located in the Adams County Human Services building at the corner of E. 72nd Avenue and Colorado Boulevard in Commerce City. The Human Services building is accessible to clients traveling by public transportation; active bus routes operate on both 72nd and Colorado and a bus stop is located immediately to the north of the building. A large parking lot with hundreds of spaces includes numerous handicapped spaces adjacent to the building. There is also a drop-off area in front of the building for those traveling by Access-A-Ride or other services for the elderly or disabled.

The Housing Authority is located in an office that is accessible to persons with disabilities in accordance with Section 504 of the Rehabilitation Act of 1973 and regulations 24 CFR parts 8 and 9, and Title III of the Americans with Disabilities Act. When additional assistance is needed, ACHA coordinates with community organizations dedicated to servicing persons with disabilities to provide transportation and other services in response to requests for reasonable accommodations. ACHA's counseling services comply with the effective communication requirements under these laws. ACHA also partners with nonprofits and human service agencies that specifically serve persons with disabilities to assist their clients in securing suitable affordable housing.

Staff Capacity, Organizational Expertise, Infrastructure

ACHA's Housing Counseling department has the capacity at both the counselor and director level to staff the TANF program. ACHA plans to utilize the same staff who are currently operating the Housing Assistance Program using TANF funding to continue providing these services. Additionally, ACHA has experience managing complex government grants. ACHA utilizes Yardi financial software for accounting and has

extensive experience managing data in CounselorMax; both of these tools will be used to manage this TANF program.

Location Served

ACHA, through this TANF program, will serve the entirety of Adams County including residents of the County's nine municipalities and unincorporated areas. All Adams County residents with need for this program shall be invited to participate; those who have demonstrated need and qualify will be served by the program.

Housing Programs:

As mentioned previously, ACHA has provided housing services to low-income residents of Adams County for the past 38 years. ACHA staff members are knowledgeable regarding the community in general, other housing programs, and low-income families. ACHA serves nearly 15,000 low-income residents annually through its nine affordable housing apartment complexes and educational and housing counseling programs. ACHA is the leading expert regarding affordable housing and housing services in Adams County.

ACHA partners with numerous human service agencies and serves on the Adams County Homeless 2 Home Partnership and Blue Ribbon Commission to Address Homelessness. ACHA's partners include: Adams County Human Services, ACCESS Housing, Growing Home, and Almost Home. ACHA's subsidiary nonprofit, Low Income Family Empowerment, has worked with the same human service agencies and the faith community to establish and operate the Cold Weather Care emergency shelter program. ACHA staff members are very familiar with the services offered by other human service agencies and provide accurate information and referrals to clients needing additional services.

Domestic Violence Programs:

The Adams County Housing Authority is committed to making direct referrals of clients in need of domestic violence services including access to a domestic violence shelter and domestic violence counseling including counseling for children to appropriate agencies. The Adams County Housing Authority does not offer a domestic violence shelter or domestic violence counseling but will strategically partner with existing agencies as needed for the successful administration of this program.

Program Expertise and Personnel:

Zachary Urban

Director of Housing Counseling

10% of Mr. Urban's time will be dedicated to TANF

Mr. Urban has eight years of direct counseling management experience. Mr. Urban is experienced with providing technical control, supervision of work, coordination of output, and rule interpretation to the Housing Counseling staff to provide housing counseling services and financial/intervention assistance to eligible clients. Mr. Urban has received training in Fair Housing, Advanced Foreclosure Prevention, Foreclosure Basics and Foreclosure Prevention

Previous Experience

2008-2010: Director of Operations, and Communications, Colorado Division of Real Estate, Colorado Department of Regulatory Agencies

2004-2008: Director of Housing Counseling, Brothers Redevelopment, Inc.

2001-2004: Real Estate Investor-Property Manager, KMG Investors Fort Wayne, IN

Debbie Dahl

Housing Counselor

80% of Ms. Dahl's time will be dedicated to providing case management for TANF

Ms. Dahl has three years of experience providing one-on-one housing counseling and group education. Ms. Dahl has received training in Homeownership Counseling, Foreclosure Basics, and Fair Housing.

Previous Experience

2010-Present: Housing Counselor

2001 – 2009: Collections Coordinator –Housing Counseling Coordinator, Adams County Housing Authority

Sonia Arias

Housing Counselor

(bilingual proficient Spanish)

15% of Ms. Arias's time will be dedicated to providing case management for TANF

Ms. Arias has two years of experience providing one-on-one housing counseling and group education. Ms. Arias has attended numerous trainings including Foreclosure Basics and Fair Housing. She received her Foreclosure Counseling Certification from NeighborWorks in 2011.

Previous Experience

2007-2009: Housing Specialist, Adams County Housing Authority Commerce City, CO

2007-2009: Housing Specialist, Adams County Housing Authority Commerce City, CO
2005-2006: Center Director, Family Education Network of Weld County Greeley, CO

Comparable Projects:

The Adams County Housing Authority, located at 7190 Colorado Blvd., Suite 600 Commerce City, Colorado, has provided rental counseling services as listed in this proposal's scope of work for more than 20 years. ACHA's current TANF based Rental and Utility Assistance Program is a comparable project to this proposal. The budget for the 2011 program year was approximately \$200,000 in revenue. This included \$125,000 in direct payments to clients and \$75,000 in direct administration costs. ACHA's 2011 TANF based Housing Assistance Program served approximately 210 clients. In addition to serving clients with direct financial assistance, ACHA also hosts 45 housing assistance workshops throughout the year designed to teach clients about their rights, responsibilities and opportunities as a tenant. These workshops provide clients with an opportunity to learn how to best qualify and receive direct financial assistance from our housing assistance program.

The average monthly caseload size for the TANF Housing Assistance Program is 15-20 clients per month with approximately nine clients a month receiving direct financial assistance. The average financial assistance given to clients through the TANF Contingency Funding program has been approximately \$1,416 per client over the past six years. The average financial assistance given to clients through the TANF Housing Assistance Program has been \$943 per client over the past six years. ACHA offers additional services to clients including utilities assistance under the Energy Outreach Colorado Grant. Home owning clients are offered foreclosure prevention services. All housing counseling clients are provided local resources, financial education and counseling.

Demographics and other descriptors of the population served.

The Adams County Housing Authority collects an extensive set of demographic data from each and every client served. Attached in Appendix F we have provided a sample of the data we collect on each client. Below you will find a sample graph of the race demographic data on clients served by the Adams County Housing Authority's Housing Assistance program. Upon award of the contract, ACHA will work with Adams County to develop a monthly report to include the demographic data requested. This report could include each of the data fields we collect or may include only a small number of these data fields. ACHA places a strong emphasis on data collection and integrity. Our Client Management System allows our counselors to input a vast amount of data as well as easily tracks our client's progress through our programs.

Demographic Data from Adams County Housing Authority's Programs

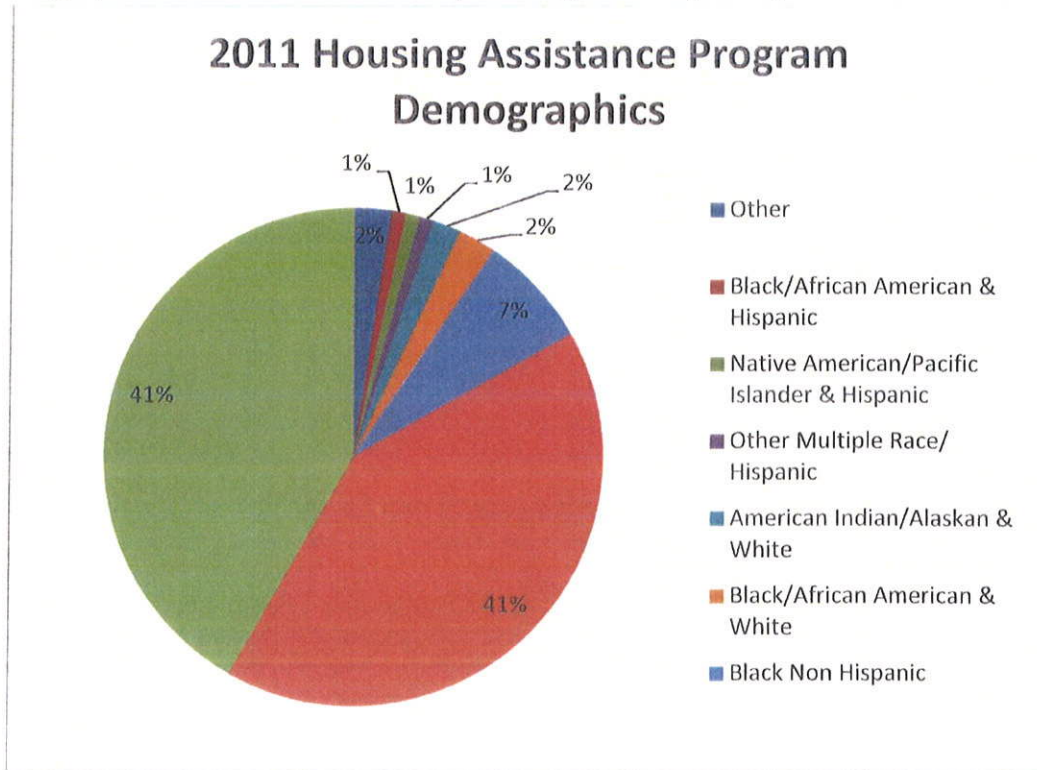


Table of actual client numbers as pulled from ACHA's Client Management System

Race	Total Clients
Other	8
Black/African American & Hispanic	3
Native American/Pacific Islander & Hispanic	3
Other Multiple Race/ Hispanic	3
American Indian/Alaskan & White	6
Black/African American & White	8
Black Non Hispanic	24
White Non Hispanic	136
Hispanic	137

References:

Name	Agency	Contact Information
Jennie Miller	Energy Outreach Colorado	jmiller@energyoutreach.org
Pat Coyle	Colorado Division of Housing	Pat.Coyle@state.co.us
Claire Mannato	Adams County	CMannato@adcogov.org

Appendix Item List

Title	Appendix
1. W-9 Form	A
2. Fee schedule/budget	B
3. Compliance signature page	C
4. Offeror's Statement/signature page	D
5. Sample Program Monthly Report	E
6. Sample Program Demographics	F
7. Outcomes	G
8. Organizational Chart	H

Adams County Housing Authority

TANF Proposal

Appendix B: Fee Schedule/Budget

Number of Pages: 1

Adams County Housing Authority
TANF Proposal Fee Schedule 2013

Appendix B

Base Expenses					
Position/Base Expense	Description	(Column A) Agreement Allocation of Time/Fees	(Column B) Annual Salary and Benefit Fee	(Column C) Overhead	Total Equals Column A * (B + C)
Director of Housing Counseling	Provides supervision of case workers	10%	\$ 86,676.15	In-Kind	\$8,668
Housing Counselor	Provides direct case mgt. service to TANF clients. Teaches Housing Counseling Workshop	80%	\$ 50,796.15	In-Kind	\$40,637
Housing Counselor	Provides direct case mgt. service to TANF clients including offering counseling in Spanish	15%	\$ 50,796.15	In-Kind	\$7,619
Total of Base Expenses:					\$56,924

Total Expenses

Budget Item	Description	Amount
Base Expenses	Equals total of Base Expenses from above	\$56,924
Direct Financial Assistance for Rental Payments	Amount in contract for payments to landlords for clients' rental payments	\$55,000
Direct Financial Assistance for Mortgage Payments	Amount in contract for payments to mortgage companies for clients' mortgage payments (Maybe diverted to Rental Payments based on demand)	\$5,000
TPT- Contingency Fund	Amount in contract for payments to cover clients' housing related payments (Maybe diverted to Rental Payments based on demand, and prior approval)	\$33,750
Total :		\$150,674

Adams County Housing Authority

TANF Proposal

Appendix C: Certification of Compliance

Number of Pages: 1

ADAMS COUNTY DEPARTMENT OF SOCIAL SERVICES SUB-CONTRACTORS MONTHLY REPORT
 From: Adams County Housing Authority ACHA

Date: October 8, 2012

Report Month: September 2012

Head of Household Name	SS#	Date of Assistance	Purpose	Direct	Contingency \$
				TANF/THP	TPT
Balance of Grant: August 31, 2012				\$18,439.00	\$6,083.00
John Doe	123-45-6789	9/6/2012	Rent	\$730.00	
Jane Smith	123-45-6790	9/7/2012	Rent	\$760.00	
John Q. Public	123-45-6791	9/7/2012	Rent	\$725.00	
James Doe	123-45-6792	9/7/2012	Rent	\$787.00	
John Smith	123-45-6793	9/7/2012	Rent	\$730.00	
Joe Q. Public	123-45-6794	9/7/2012	Rent	\$206.65	
Jane Public	123-45-6795	9/14/2012	Rent	\$890.00	
John Hancock	123-45-6796	9/14/2012	Rent/Deposit		\$1,015.00
George Somebody	123-45-6797	9/14/2012	Rent	\$1,000.00	
Jane Good	123-45-6798	9/16/2012	Car repairs		\$858.00
Joe L. Public	123-45-6799	9/21/2012	Rent	\$820.00	
Anonymous Joe	123-45-6800	9/21/2012	Xcel		\$745.00
Clark Kent	123-45-6801	9/28/2012	Rent	\$650.00	
Richard Public	123-45-6802	9/28/2012	Rent		\$674.00
Mitt Romney	123-45-6803	9/28/2012	Rent	\$835.00	
Barack Obama	123-45-6804	9/28/2012	Mortgage		\$2,244.00
Balance as of September 30, 2012				<u>\$10,305.35</u>	<u>\$547.00</u>
Amt. Spent This Month				\$8,133.65	\$5,536.00

Adams County Housing Authority

TANF Proposal

Appendix F: Sample Program Demographics

Number of Pages: 1

Client Demographic Information Collected on All Housing Counseling Clients

Client #	First Name	Last Name	Service	Resolution	Date Case Created	Age	Birthdate	Race	HH Num People	HH Annual Income	Veteran	Head of
1379554			Rental	Temp. Rental Relief	2/23/2011 10:25	85	4/7/1925	White Non	1	\$12,840.00	FALSE	TRUE
1351875			Rental	Counselor and Utilities	3/1/2011 17:47	57	4/13/1943	White Non	3	\$29,054.00	TRUE	TRUE
1718602			Rental	Temp. Rental Relief	12/15/2011 12:14	64	6/22/1947	Hispanic	5	\$25,248.00	FALSE	TRUE
1519774			Rental	Temp. Rental Relief	7/8/2011 10:53	63	11/7/1947	White Non	4	\$17,371.00	FALSE	TRUE
1628280			Rental	Temp. Rental Relief	9/22/2011 10:05	63	6/29/1942	Hispanic	2	\$9,529.00	FALSE	TRUE
1451882			Rental	Resolved issue in	11/18/2011 14:40	62	6/16/1949	Black Non	1	\$8,388.00	FALSE	TRUE
1451882			Rental	Resolved issue in	11/18/2011 14:46	62	6/16/1949	Black Non	1	\$8,388.00	FALSE	TRUE
1451882			Rental	Resolved issue in	11/18/2011 14:48	62	6/16/1949	Black Non	1	\$8,388.00	FALSE	TRUE
1653715			Rental	Temp. Rental Relief	11/17/2011 14:08	60	9/30/1951	White Non	2	\$21,012.00	FALSE	TRUE
1589752			Rental	Counselor and Utilities	12/17/2011 18:23	59	9/30/1951	White Non	1	\$3,000.00	FALSE	FALSE
1465994			Rental	Temp. Rental Relief	5/5/2011 12:28	58	4/12/1953	Hispanic	1	\$12,427.00	FALSE	TRUE
1478327			Rental	Temp. Rental Relief	6/3/2011 12:36	58	7/24/1952	White Non	1	\$10,920.00	FALSE	TRUE
1559497			Rental	Counselor and Utilities	7/14/2011 11:30	58	7/16/1957	Hispanic	1	\$8,088.00	FALSE	TRUE
1567341			Rental	Temp. Rental Relief	7/20/2011 16:38	58	5/21/1953	White Non	5	\$23,316.00	FALSE	TRUE
1674275			Rental	Referred to Other	10/24/2011 15:55	57	12/19/1954	Hispanic	4	\$0.00	FALSE	TRUE
2477618			Rental	Temp. Rental Relief	9/2/2011 16:18	55	1/1/2011	White Non	4	\$57,344.00	FALSE	TRUE
1565854			Rental	Temp. Rental Relief	7/27/2011 12:00	55	5/8/1956	White Non	3	\$36,144.00	FALSE	TRUE
1719418			Rental	Counselor and Utilities	12/15/2011 20:40	55	5/25/1956	Hispanic	3	\$13,644.00	FALSE	TRUE
1398355			Rental	Temp. Rental Relief	2/16/2011 9:32	54	6/3/1958	American	3	\$20,820.00	FALSE	FALSE

Same Clients Additional Data Fields

Client #	First Name	Last Name	Disabled	Dependent	Gender	Foreign Born	Education Level	Marital Status	Client Residence	MSA	% AMI	% AMI Grouped
1379554			FALSE	FALSE	F	FALSE	High School/GED	Single	Rent	Adams County-Denver-Aurora-Broomfield, CO MSA	23 20 - 30%	23 20 - 30%
1351875			FALSE	FALSE	F	FALSE	College	Single	Own	Adams County-Denver-Aurora-Broomfield, CO MSA	41 40 - 50%	41 40 - 50%
1718602			FALSE	FALSE	M	FALSE	High School/GED	Married	Rent	Adams County-Denver-Aurora-Broomfield, CO MSA	29 20 - 30%	29 20 - 30%
1519774			FALSE	FALSE	F	FALSE	High School/GED	Single	Rent	Adams County-Denver-Aurora-Broomfield, CO MSA	22 20 - 30%	22 20 - 30%
1628280			FALSE	FALSE	F	FALSE	High School/GED	Single	Rent	Adams County-Denver-Aurora-Broomfield, CO MSA	51 50 - 60%	51 50 - 60%
1451882			FALSE	FALSE	M	FALSE	College	Single	Own	Adams County-Denver-Aurora-Broomfield, CO MSA	15 10 - 20%	15 10 - 20%
1451882			FALSE	FALSE	M	FALSE	College	Single	Own	Adams County-Denver-Aurora-Broomfield, CO MSA	15 10 - 20%	15 10 - 20%
1451882			FALSE	FALSE	M	FALSE	College	Single	Own	Adams County-Denver-Aurora-Broomfield, CO MSA	15 10 - 20%	15 10 - 20%
1653715			FALSE	FALSE	F	FALSE	High School/GED	Single	Rent	Adams County-Denver-Aurora-Broomfield, CO MSA	33 30 - 40%	33 30 - 40%
1589752			FALSE	FALSE	M	FALSE	High School/GED	Single	Own	Adams County-Denver-Aurora-Broomfield, CO MSA	5 0 - 10%	5 0 - 10%
1465994			FALSE	FALSE	M	FALSE	High School/GED	Single	Rent	Adams County-Denver-Aurora-Broomfield, CO MSA	22 20 - 30%	22 20 - 30%
1478327			FALSE	FALSE	F	FALSE	None	Single	Rent	Adams County-Denver-Aurora-Broomfield, CO MSA	19 10 - 20%	19 10 - 20%
1559497			TRUE	FALSE	M	FALSE	High School/GED	Single	Rent	Adams County-Denver-Aurora-Broomfield, CO MSA	14 10 - 20%	14 10 - 20%
1567341			FALSE	FALSE	M	FALSE	High School/GED	Single	Rent	Adams County-Denver-Aurora-Broomfield, CO MSA	27 20 - 30%	27 20 - 30%
1674275			FALSE	FALSE	M	FALSE	Primary	Married	Own	Adams County-Denver-Aurora-Broomfield, CO MSA	0 0 - 10%	0 0 - 10%
1477618			FALSE	FALSE	F	FALSE	College	Single	Rent	Adams County-Denver-Aurora-Broomfield, CO MSA	47 40 - 50%	47 40 - 50%
1565854			FALSE	FALSE	M	FALSE	High School/GED	Single	Rent	Adams County-Denver-Aurora-Broomfield, CO MSA	51 50 - 60%	51 50 - 60%
1719418			FALSE	FALSE	F	FALSE	High School/GED	Single	Rent	Adams County-Denver-Aurora-Broomfield, CO MSA	19 10 - 20%	19 10 - 20%
1398355			FALSE	FALSE	M	FALSE	College	Married	Rent	Adams County-Denver-Aurora-Broomfield, CO MSA	29 20 - 30%	29 20 - 30%

Adams County Housing Authority

TANF Proposal

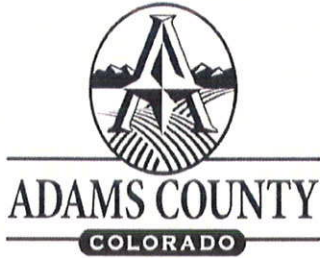
Appendix G: Outcomes

Number of Pages: 16

Adams County Housing Authority Outcomes Data Rental Housing Assistance Program
 Client Management System Report for 2011

Client #	First	Last	Service	Resolution	Date Case Created	Age	Birthdate	Race	HH Num	HH	Veteran	Head of	Disabled	Disabled	Gender	Foreign	1st Time	1st	Education	Marital	Current	MSA	% AMI	% AMI	GRF
1244495			Rental	Temp. Rental Relief	12/19/2011 16:58	39	8/6/1972	Hispanic	4	13620	FALSE	TRUE	FALSE	FALSE	M	FALSE	FALSE	FALSE	High	Single	Rent	Adams	19 10 - 20%	19 10 - 20%	76288
1711002			Rental	Temp. Rental Relief	12/19/2011 17:01	39	8/6/1972	Hispanic	4	13600	FALSE	TRUE	FALSE	FALSE	M	FALSE	FALSE	FALSE	High	Single	Rent	Adams	19 10 - 20%	19 10 - 20%	76288
1703842			Rental	Temp. Rental Relief	12/19/2011 17:24	42	4/15/1969	Hispanic	6	31200	FALSE	FALSE	FALSE	FALSE	F	FALSE	FALSE	FALSE	College	Single	Rent	Adams	34 30 - 40%	34 30 - 40%	80750
1362860			Rental	Temp. Rental Relief	12/20/2011 11:35	34	3/6/1977	White	2	28726	FALSE	TRUE	FALSE	FALSE	F	FALSE	FALSE	FALSE	High	Single	Rent	Adams	47 40 - 50%	47 40 - 50%	76375
1723556			Rental	Temp. Rental Relief	12/20/2011 11:35	38	3/26/1982	Black/Afr	2	19200	FALSE	FALSE	FALSE	FALSE	F	FALSE	FALSE	FALSE	High	Married	Rent	Adams	21 20 - 30%	21 20 - 30%	84502
1720777			Rental	Temp. Rental Relief	12/20/2011 14:06	28	4/20/1983	White	5	37500	FALSE	FALSE	FALSE	FALSE	F	FALSE	FALSE	FALSE	High	Married	Rent	Adams	44 40 - 50%	44 40 - 50%	84502
1722555			Rental	Temp. Rental Relief	12/20/2011 15:50	30	1/1/1982	Black/Afr	3	0	FALSE	FALSE	TRUE	FALSE	F	FALSE	FALSE	FALSE	High	Single	Rent	Adams	0 0 - 10%	0 0 - 10%	76375
1682527			Rental	Counselor and Utilities	12/21/2011 11:38	25	4/15/1986	White	1	17867	FALSE	TRUE	FALSE	FALSE	M	FALSE	FALSE	FALSE	High	Single	Rent	Adams	32 30 - 40%	32 30 - 40%	84250
1724112			Rental	Counselor and Utilities	12/21/2011 13:36	25	1/18/1986	White	4	14460	FALSE	TRUE	FALSE	FALSE	M	FALSE	FALSE	FALSE	High	Single	Rent	Adams	18 10 - 20%	18 10 - 20%	76388
1574613			Rental	Temp. Rental Relief	12/21/2011 17:45	26	5/11/1985	Hispanic	7	18720	FALSE	FALSE	FALSE	FALSE	F	FALSE	FALSE	FALSE	High	Single	Rent	Adams	19 10 - 20%	19 10 - 20%	87600
1619479			Rental	Counselor and Utilities	12/25/2011 20:50	49	10/27/1962	White	7	23564	FALSE	FALSE	FALSE	FALSE	F	FALSE	FALSE	FALSE	High	Married	Own	Jefferson	24 20 - 30%	24 20 - 30%	84502
1586936			Rental	Counselor and Utilities	12/28/2011 22:56	31	8/21/1980	Hispanic	3	15800	FALSE	TRUE	FALSE	FALSE	M	FALSE	FALSE	FALSE	College	Married	Own	Adams	18 10 - 20%	18 10 - 20%	87600
1586936			Rental	Re-Activate	12/29/2011 22:36	63	3/9/1948	White	2	30804	FALSE	TRUE	FALSE	FALSE	F	FALSE	FALSE	FALSE	College	Single	Own	Adams	49 40 - 50%	49 40 - 50%	62552

ATTACHMENT D



2012.226
Case Management Services Temporary Assistance for Needy
Families (TANF) Housing and Domestic Violence

OFFEROR'S STATEMENT/SIGNATURE PAGE

I have read and fully understand all the special conditions herein set forth in the foregoing paragraphs, and by my signature set forth hereunder, I hereby agree to comply with all said special conditions as stated or implied. In consideration of the above statement, the following bid is hereby submitted.

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # NONE through Addenda # NONE
(If None, Please write NONE)

Adams County Housing Authority
Company Name

7190 Colorado Blvd., 6th Floor
Address


Commerce City, CO 80022
City, State, Zip Code

Adams County
County

303.227.2078
Telephone

cshaffner@achaco.com
E-mail Address

10/18/12
Date


Name and Signature of Authorized Person

Chris Shaffner
Printed Name

Chief Operating Officer
Title

303.227.2098
Fax

Attachment C

OFFEROR'S CERTIFICATION OF COMPLIANCE

Pursuant to Colorado Revised Statute, § 8-17.5-101, *et. seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the undersigned Contractor hereby certifies that at the time of this certification, Contractor does not knowingly employ or contract with an illegal alien who will perform work under the attached contract for services and that the Contractor will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et. seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the attached contract for services.

OFFEROR:

Adams County Housing Authority
Company Name

10/18/12
Date

Chris Shaffner
Name (Print or Type)


Signature

Chief Operating Officer
Title

Note: Registration for the E-Verify Program can be completed at: <https://www.vis-dhs.com/employerregistration>. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.

EXHIBIT A

(Documents following this page of the Agreement)

Exhibits:

1. Adams County RFP 2012.226 Specifications and Statement of Service

The remainder of this page left blank intentionally

EXHIBIT A1

REQUEST FOR PROPOSAL 2012.226

Case Management Services Temporary Assistance for Needy Families (TANF) Housing and Domestic Violence

RFP Issuance Date: Friday, September 28, 2012

RFP Questions Due: Thursday, October 4, 2012
at 4:00 p.m.

RFP Opening Date: Thursday, October 18, 2012

RFP Opening Time: 4:00 p.m.

RFP Opening Place: Adams County Administration Bldg.
4430 South Adams County Parkway,
4th Floor, Purchasing Department
Brighton, Colorado 80601



THE RFP OPENING WILL ONLY ANNOUNCE THE NAMES OF THE OFFERORS WHO SUBMITTED A PROPOSAL. ALL OFFERORS WILL BE NOTIFIED IF THERE ARE ANY QUESTIONS WITH THEIR RESPONSE. ALL OFFERORS WILL BE NOTIFIED OF THE AWARDED CONTRACTOR.

STATEMENT AND SCOPE OF SERVICE

I. STATEMENT OF SERVICES:

Adams County Board of Commissioners (BOCC) through its Purchasing Department is seeking the services of a qualified organization to assist Adams County Government in providing services for Temporary Assistance For Needy Families (TANF), Colorado Works Program in accordance with §§ 26-2-701, et seq., C.R.S through Adams County Human Services Department (ACHSD).

The organization services for families should include services that provide safety, and potential for client growth:

Domestic Violence Services for women, and children; including counseling, emergency shelter, crisis line, case management, clothing, food bank assistance, or other supportive services such as connection to resources to relocate, referrals for legal assistance, including assistance in gaining restraining orders etc.; and mental health assistance. Include whether child care, GED classes, financial education or job placement services will be provided.

Housing and Domestic Violence Services: Offeror must provide a list of categories of services, the average number of families, children expected to receive, and service in the program for a twelve (12) month period in proposal.

II. SCOPE OF SERVICES:

Adams County Human Services for the Housing and Domestic Violence Program. The qualified offeror program will be required to:

- Be fully operational by January 1, 2013 with minimal disruption in the service to current TANF participants.
- Provide counseling, expertise in domestic violence, or housing issues.
- Have the ability to process up to twenty-five (25) checks per month, within two (2) days from receipt of the County Human Services form and check request date.
- Have the ability to provide funds to families within a forty-five (45) day reimbursement period of \$20,000 monthly; this amount includes direct assistance provided through the offeror's organization with the offeror's criteria that serves TANF eligible families, and includes monies directed by the County Project Manager. To be reimbursed monthly by Adams County Human Services Department.

Note: If this amount exceeds what Offeror agency can do, then Offeror must provide the amount the agency can distribute monthly within a forty-five (45) day reimbursement period in proposal.

- Ability to serve Spanish speaking monolingual individuals.

Housing

- The Offeror is responsible for providing assistant for emergency shelter, housing, homeless prevention, or transitional housing services for low-income TANF/TANF eligible Adams County families who are homeless, or in danger of homelessness.
- The Offeror is responsible for evaluating the refer families that they cannot assist to other community agencies, and to the County Project Manager for other services such as LEAP, Food Assistance, and TANF.

STATEMENT AND SCOPE OF WORK continued

- The Offeror must provide "Direct Assistance" to clients for emergency rent, mortgage needs, initial month's rent, deposits, application fees, credit check, background check fees, or other housing related needs. Offeror will be responsible for coordination services with the County Project Manager on an individual case basis.
- The Offeror shall distribution of funds out of a "Contingency Fund" to families referred by Adams County and the County Project Manager.
- Offeror is responsible for coordinating all services with the County Project Manager for a written authorization prior to any distributions. For the purpose of this funding source: contingency funds are for the purpose of housing stability, family stability, and self-sufficiency needs. Families being referred may or may not meet the program requirements, but are TANF eligible. The County Humans Services Department and Project Manager will be responsible for maintaining the verification files for the cases, and will submit a written contingency form with all pertinent information to the offeror, (such as: amount of payment, type of payment, for rent, deposit, utilities, payments for family stabilizing needs, family identification information, and demographic data, as well).
- The Offeror will be responsible for providing funds to families in a timely manner, usually within two business days as a reimbursable expense through ACHSD.
- Have the ability to process up to ten (10) emergency checks per month within four (4) to twenty-four (24) hours for eligible family needs. These funds often go to child welfare families or families in jeopardy of losing housing, or in need of family stability resources such as keeping a car running in order to maintain employment. Offeror will be responsible for coordinating the distribution of these funds with the County Project Manager for housing, utilities, and a myriad of general family supports services.
- Having at least five (5) years history and experience serving Adams County low-income families with similar services, understand Adams County community resources, and how to access them.
- Offeror must be knowledgeable of TANF federal statutes and regulations, Colorado Works statutes and regulations, and abide by Adams County and the County Human Services policies, procedures, and ethics policy.
- Offeror will be responsible for being familiar with Colorado Child Welfare Report requirements.
- Offeror must work in with Adams County staff, the County contracted agencies programs, other community programs to help families receive needed, and timely services.
- The Offeror will be responsible for providing industry standard customer service to the participants and to the County staff. The Offeror shall treat participants from an advocate perspective, and philosophy.
- Offeror will be responsible for ensuring that all employees pass a Colorado Bureaus Investigation (CBI) background prior to working with participants in the programs.
- The Offeror will be responsible for requesting a criminal background inquiry (CBI) report for employees assigned to this project and reviewing for negative information, such as a criminal history, discrepancies between what an applicant claims, what is reported by schools, prior employers, and etc. The Offeror will compare the criminal

history to the applicant's job qualifications in order to evaluate the applicant's ability to do the designated job, to ensure that the TANF participants, the County Staff are served in the program are safe, and protected from harm. The period for state CBI's is five (5) years; if the applicant has lived out of state prior to five (5) years then a nationwide CBI should be conducted.

- The offeror will be responsible for providing office space, meeting space, computers, printers, access to copying documents, file cabinets, land lines for telephones or fax machines, postage, and electronic mail access

Domestic Violence Services

Offeror will be responsible for providing a safe housing, counseling, shelter on an as-space-is-available basis to TANF eligible women, and children who is threatened by, or are direct victims of family violence. Through the services provided, the offeror shall assist TANF clients in attaining an improved level of self-sufficiency. Additionally, they will provide group counseling and counseling for children as needed. Groups will:

- Identify goals leading to economic self-sufficiency, and work to reduce/eliminate reliance on government assistance.
- Provide access necessary to educational skills; such as GED, computer literacy, and continuing education information.
- Distribute resource, and referral information on community volunteerism.
- Provide child safety, dating and relationship safety planning information.
- Provide safety, and domestic violence counseling to their children at the same time the adult group takes place, if possible.

IV. RESPONSIBILITIES OF THE COUNTY:

The County shall refer families for the use of contingency funds to housing contractors. The County may also refer families/individuals for services detailed in the Offeror's proposal.

The remainder of this page left blank intentionally

V. REPORTS

The offeror will be responsible for submitting and coordinating with the County Project Manager monthly reports summarizing the results of intervention and services provided to families. The format and content areas of the report will be provided by ACHSD. Reports shall include, but not be limited to, the number of families served and types of services provided including number of individuals served with safe housing, number of nights of safe housing, hours of individual counseling provided, hours of group counseling provided, and rental assistance provided and client names, and Social Security numbers and dates of service or assistance provided. All reporting formats and content shall be designated by the County Human Services Project Manager.

VI. INCIDENT REPORT REQUIREMENT

The offeror shall report all incidents of suspected theft, fraud, or other employee misconduct to County Purchasing Manager and the County Project Manager immediately upon discovery, of each incident. This applies to employees and contracted employees for the Offeror who will be providing services or who will be handling confidential materials, supplies, or monies, for the County under the awarded agreement. The Offeror, employee and contracted employees must comply and cooperate with the County on requests for information and assistance relevant to each incident reported and any ensuing investigation.

VII. CONFIDENTIALITY

Both parties acknowledge that information obtained and exchanged about clients in the performance of this contract is confidential. Both parties will protect all confidential information pursuant to the requirements of state and federal law. Both parties acknowledge that release of this information is subject to the requirements of federal and state law.

VIII. CONFIDENTIAL INFORMATION-COUNTY RECORDS

Offeror, its employees and contracted employees shall comply with the County's terms if it becomes privy to confidential information in connection with its performance hereunder. Confidential information includes, but is not necessarily limited to, any county records, personnel records, and information concerning individuals. Such information shall not include information required to be disclosed pursuant to the Colorado Open Records Act, CRS §24-72-101, et seq.

Confidentiality

Offeror, its employees and contracted employees shall keep all County records and information confidential at all times and comply with all laws and regulations concerning confidentiality of information. Any request or demand by a third party for County records and information in the possession of Offeror shall be immediately forwarded to County's principal representative.

Notification

Offeror shall notify its agent, employees, subcontractors and assignees who may come into contact with County records and confidential information that each is subject to the confidentiality requirements set forth herein, and shall provide each with a written explanation of such requirements before permitting them to access such records and information.

Use, Security, and Retention

Confidential information of any kind shall not be distributed or sold to any third party or used by Offeror or its agents in anyway, except as authorized by this Offeror approved in writing by the County. Offeror shall provide and maintain a secure environment that ensures confidentiality of all County records and other confidential information wherever located. Confidential information shall not be retained in any files or otherwise by Offeror or its agents, except as permitted in the Agreement or approved in writing by County.

Disclosure-Liability

Disclosure of County records or other confidential information by Offeror for any reason may because for legal action by third parties against Offeror, County or their respective agents. Offeror shall indemnify, save, and hold harmless County its employees and agents, against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees and related costs, incurred as a result of any act or omission by Offeror, or its employees, agents, subcontractors, or assignees.

Standard and Manner of Performance

Offeror shall perform its obligations in accordance with the highest standards of care, skill and diligence in Offeror's industry, trade, or profession and in the sequence and manner set forth in the scope of work.

IX. FEE SCHEDULE

The offeror must submit fees for the line items identified on the **Fee Schedule (Attachment A)**. Offeror must provide fees for the initial year of the award and the two (2) option years. The offeror's fees for the options years will be used for evaluation and award consideration.

X. INVOICE BILLING

Offeror must submit detailed invoices to the Project Manager for the previous month of service. Invoices and reports will be required to be submitted at the same time. Offeror must submit detailed monthly invoice billing statements, to include, the dates and types of services.

XI. BASIS OF AWARD

Award will be made to the single responsive, responsible, and qualified offeror who submits the most technically acceptable proposal. Adams County Board of Commissioners reserves the right not to award proposals to the most responsive and responsible offeror and may require new proposals, or to interview the shortlisted firms.

XII. HOURS OF WORK

The Adams County Government normal work hours are from 8:00 a.m. to 4:30 p.m., Monday through Friday, excluding holidays.

XIII. TERM OF AGREEMENT

Award of this solicitation will result in the establishment of a County agreement for a period from the date of issuance of the notice to proceed (NTP) with two (2) additional one-year renewal periods, not to exceed three (3) years, at the sole option of the Adams County Board of Commissioners.

XIV. RIGHTS IN DATA, DOCUMENTS, AND COMPUTER SOFTWARE

Any software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials, or Work Product of any type, including drafts, prepared by Offeror in the performance of its obligations under the Agreement shall be the exclusive property of the County and, all Work Product shall be delivered to the County by Offeror completion or termination of the Agreement. The County's exclusive rights in such Work Product shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Offeror shall not use, willingly allow, cause or permit such Work Product to be used for any purpose other than the performance of Offeror's obligations hereunder without the prior written consent of the County.

XV. SOFTWARE PIRACY PROHIBITION. Governor's Executive Order D 002 00. County, State or other public funds payable under the agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Offeror certifies and warrants that, during the term of the Agreement and any extensions, Offeror has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the County determines that Offeror is in violation of this provision, the County may exercise any remedy available at law or in equity or under the agreement, including, without limitation, immediate termination of the agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

XVI. INDEPENDENT CONTRACTOR. Offeror shall perform its duties hereunder as an independent contractor and not as an employee. Neither Offeror nor any agent or employee of Offeror shall be deemed to be an agent or employee of the County. Offeror and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the County and the County shall not pay for or otherwise provide such coverage for Offeror or any of its agents or employees. Unemployment insurance benefits will be available to Offeror and its employees and agents only if such coverage is made available by Offeror or a third party. Offeror shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to the Agreement. Offeror shall not have authorization, express or implied, to bind the County to any contract, liability or understanding, except as expressly set forth in the agreement. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the County, and (c) be solely responsible for its acts and those of its employees and agents.

XVII. INSURANCE

Offeror shall not commence work under this solicitation until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.

- 1) The offeror will be required to procure and maintain, at his own expense and without cost to the County, the kinds and minimum amounts of insurance as follows:

- 2) Comprehensive General Liability, in the amount of not less than \$1,000,000 per person and \$2,000,000 general aggregate. Coverage to include,
 - Premises
 - Products/Completed Operations
 - Broad Form Comprehensive, General Liability
 - Adams County shall be named as Additional Insured
- 3) Comprehensive Automobile Liability, in the amount not less than \$1,000,000 dollars minimum combined coverage.
- 4) Employers Liability and Workers' Compensation. The offeror shall secure and maintain employer's liability and Workers' Compensation Insurance in compliance with the laws of the State of Colorado to protect them against any and all claims resulting from injuries to and death of workers engaged in work.
- 5) Professional Liability, offeror shall maintain Professional Liability (sometimes referred to as errors and omissions insurance) in amounts not less than \$500,000 dollars.
- 6) All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
- 7) Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.
- 8) The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.
- 9) The insurance companies issuing the policy or policies shall have no response against Adams County for payment of any premiums due or for any assessments under any form of any policy. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the offeror.
- 10) If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the offeror shall promptly obtain a new policy, submit the same to the Purchasing Department of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the offeror to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the offeror in obtaining and/or maintaining any required insurance shall not relieve the offeror from any liability under the agreement, nor shall the insurance requirements be construed to conflict with the obligations of the offeror concerning indemnification.

XVIII. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:

Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Offeror shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

The Offeror shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification. The Offeror shall not knowingly employ or contract with an illegal alien to perform work under this public agreement for services.

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

At the time of signing this public agreement for services, the Offeror has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public agreement for services through participation in either the E-Verify Program or the Department Program.

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

If the offeror obtains actual knowledge that a subcontractor performing work under the public agreement for services knowingly employs or contracts with an illegal alien, the offeror shall: notify the subcontractor and the County within three days that the bidder has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the offeror shall not terminate the agreement 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.

The offeror shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).

If offeror violates this section, of the Agreement, the County may terminate this agreement for breach of agreement. If the agreement is so terminated, the offeror shall be liable for actual and consequential damages to the County.

XIX. SUPPLEMENTAL FEDERAL PROVISIONS

Supplemental Provisions for Contracts, Grants, and Purchase Orders for Federal Funds received pursuant to the Federal Funding Accountability and Transparency Act (FFATA) of 2006 and 2008. Amendments as of October 1, 2010.

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with federal funds. In the event of a conflict between the provisions of these Supplemental Provisions, the Special Provisions, the contract or any attachments or exhibits incorporated into and made a part of the contract, the provisions of these Supplemental Provisions shall control.

1. Definitions. For the purposes of these Supplemental Provisions, the following terms shall have the meanings ascribed to them below:

- 1.1.1. **“Award”** means an award of Federal Financial assistance that a non-Federal Entity receives or administers in the form of:
- 1.1.2. Grants,
- 1.1.3. Contracts,
- 1.1.4. Cooperative agreements (which does not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710a)),
- 1.1.5. Loans,
- 1.1.6. Loan Guarantees,
- 1.1.7. Subsidies,
- 1.1.8. Insurance,
- 1.1.9. Food commodities,
- 1.1.10. Direct appropriations, or
- 1.1.11. Other financial assistance transactions that authorize the non-Federal Entities' expenditure of Federal Funds.

Award does *not* include:

- 1.1.12. Technical assistance, which provides services in lieu of money;
 - 1.1.13. A transfer of title to Federally-owned property provided in lieu of money, even if the award is called a grant;
 - 1.1.14. Any classified award; or
 - 1.1.15. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Pub. L. 111-5).
- 1.2. **“Central Contractor Registration (CCR)”** means the Federal repository into which an Entity must provide information required for the conduct of business as a recipient.
 - 1.3. **“Data Universal Numbering System (DUNS) Number”** means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.
 - 1.4. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C;
 - 1.4.1. A governmental organization, which is a State, local government, or Indian Tribe,
 - 1.4.2. A foreign public entity,
 - 1.4.3. A domestic or foreign non-profit organization,
 - 1.4.4. A domestic or foreign for-profit organization, and

- 1.4.5. A Federal Agency, but only a subrecipient under an award or subaward to a non-Federal entity.
- 1.5. **“Subaward”** means a legal instrument to provide support for the performance of any portion of the substantive project or program funded by federal funds to a Prime Recipient that a Prime Recipient awards to a Subrecipient.
- 1.6. **“Contract”** means the contract to which these Supplemental Provisions are attached and includes all award types in §1.1.
- 1.7. **“Contractor”** means the party or parties to the Contract other than the Prime Recipient and includes a grantee, subgrantee, Subrecipient, or a borrower. For purposes of FFATA reporting, Contractor is either a Subrecipient or a Vendor under this Contract.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282). Also referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State Agency or Institution of Higher Education that receives federal funds directly from a Federal Agency in the form of an award in §1.1.
- 1.10. **“Subrecipient”** means a non-Federal Entity receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subgrantee.
- 1.11. **“Supplemental Provisions”** means these Supplemental Provisions for Contracts, Grants, and Purchase Orders using Federal funds except those funds provided under the American Recovery and Reinvestment Act of 2009, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado Agency or Institution of Higher Education.
- 1.12. **“Total Compensation”** means the cash and noncash dollar value earned by the executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following,
- 1.12.1. Salary and bonus,
- 1.12.2. Awards of stock, stock options, and stock appreciation rights. This amount shall equal the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments,
- 1.12.3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives and are available generally to all salaried employees,
- 1.12.4. Change in pension value, this amount shall equal the change in present value of defined benefit and actuarial pension plans,
- 1.12.5. Above-market earnings on deferred compensation which is not tax-qualified, and

- 1.12.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

“Vendor” means a dealer, distributor, merchant or other seller providing goods or services required for a project or program funded by Federal funds. A Vendor is not subject to all the terms and conditions of the Federal award, and all program compliance requirements do not pass through to a Vendor.

Compliance. Contractor shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, including but not limited to these Supplemental Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Supplemental Provisions, without the necessity of either party executing any further instrument. Adams County may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

2. Central Contractor Registration (CCR) and Data Universal Numbering System (DUNS) Requirements.

2.1. CCR - Contractor shall maintain the currency of its information in the CCR until the Contractor submits the final financial report required under this award or receives final payment, whichever is later. Contractor shall review and update the CCR information at least annually after the initial registration, and more frequently if required by changes in its information.

2.2. DUNS – Contractor shall provide its DUNS number to its Prime Recipient, and shall update its information in Dun & Bradstreet at least annually after the initial registration, and more frequently if required by changes in its information.

3. Total Compensation – Contractor shall include total compensation in CCR for each of its five most highly compensated executives for the preceding completed fiscal year if:

3.1. the total Federal funding authorized to date under this award is \$25,000 or more, and in the preceding fiscal year, Contractor received:

3.1.1. 80 percent or more of its annual gross revenues from Federal procurement contracts and subcontracts and Federal financial assistance subject to the Transparency Act, and

3.1.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and Federal financial assistance subject to the Transparency Act, and

3.2. the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or section 6104 of the Internal Revenue Code of 1986.

4. Reporting. Contractor shall include data elements in its CCR and report to its Prime Recipient Entity the data elements required in §7 if Contractor is a Subrecipient for the award types of grants, contracts, and cooperative agreements (which does not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710a).

No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions, as the cost of producing such reports shall be deemed included in the Contract price. The reporting requirements in §7 are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract.

Adams County may provide written notice to Contractor of any such change in accordance with §2 above, but such notice shall not be a condition precedent to Contractor's duty to comply with revised OMB reporting requirements.

5. **Effective Date and Dollar Threshold for Reporting** – The reporting requirements in §7 apply for new Federal grants, contracts, and cooperative agreements (except CRDA) as of October 1, 2010, if the initial award is \$25,000 or more. If the initial award is below \$25,000 but subsequent award modifications result in a total award of \$25,000 or more, the award is subject to the reporting requirements as of the date the award exceeds \$25,000.

If the initial award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the award continues to be subject to the reporting requirements.

6. **Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.

6.1 To CCR. A Subrecipient shall register in CCR and report the following data elements in CCR:

- 6.1.1 Subrecipient DUNS Number
- 6.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account
- 6.1.3 Subrecipient Parent DUNS Number
- 6.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District
- 6.1.5 Subrecipient Officers' Names of top 5 highly compensated officials if the criteria in §4 are met.
- 6.1.6 Subrecipient Officers' Total Compensation of top 5 highly compensated officials if criteria in §4 met.

7. **To Prime Contractor.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the contract, the following data elements:

7.1.1 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. **Vendor** – There are no Transparency Act reporting requirements for vendors.
9. **Event of Default.** Failure to comply with these Supplemental Provisions shall constitute an event of default under the Agreement and Adams County Government; Board of Commissioners may terminate the Agreement upon 30 days prior written notice if the default remains uncured five (5) calendar days following the notice period. This remedy will be in addition to any other remedy available to Adams County Government, Board of Commissioners under the Agreement, at law or in equity.

XX. All proposals shall be enclosed in an envelope, sealed, and clearly labeled as follows:

PROPOSAL DOCUMENTS

Name of Firm

RFP Number and Name of Project

RFP Date and Time Due

XXI. Format

Offeror must submit sealed proposal in **one (1) original** and four (4) copies to the office of the Purchasing Agent, Adams County Administration Building, 4430 South Adams County Parkway, First Floor Reception Desk, Brighton, Colorado, 80601, up to 4:00 p.m., Thursday, October 18, 2012. Proposals may be mailed or delivered in person, but must be in a sealed envelope, labeled with Company name, RFP number with name of project and time of proposal opening. No proposals will be accepted after the time and date established for the solicitation, except by written addendum.

Submittal of Proposal Questions

All questions relating to RFP 2012.226 must be reduced to writing and sent to the County's Purchasing Department for the attention of the Purchasing Agent. Questions can be faxed to 720.523.6058, or sent by U.S. Mail until the close of business on or before Thursday, October 4, 2012.

Debriefing

Should your firm desire to come in for a debriefing, we will be happy to debrief you and help you become more competitive on future solicitations.

XXII. PROPOSAL PREPARATION INSTRUCTIONS

Proposal should not exceed ten (10) pages, excluding the solicitation required signed pages. Submit only on single sided, single column typed 8.5" x 11" size. The page count limitation applies to the actual technical proposal contained in the submittal. The only exceptions to the page count are the front and back cover and appendices. There is a minimum twelve (12) point font requirement for the basic text of the entire proposal submittal. Any charts, graphs, table of organizations, etc., must be of readable size. Appendices can be used.

- 1) **Qualifications:** All proposals to this solicitation must provide detailed information regarding the offeror's organization's qualifications to meet the County scope of services for this project.
- 2) **Responses:** Qualifications and experience will be primary consideration for the award of this solicitation. Please provide responses in the below order and make sure your agency addresses each of the following in your proposal:
- 3) **Organizational Experience:**
 - Summary of organizational budget
 - An introduction of your organization including mission statement, history and current organizational chart.
 - Ability to provide services in a location that is easily accessible for participants and has sufficient capacity for staff and the program.
 - Unique organizational expertise, infrastructure and resources that will add value to the program.

- Geographical location served. Location (s) where services/emergency housing is provided. Do not disclose the location of domestic violence shelter.

Housing Programs:

- Your organization's experience and knowledge of Adams County BCA participants, low income families, the community in general, housing and other programs and organizations that can benefit Adams County BCA participants and low income families.
- Your organization's experience with housing and financial counseling, providing financial assistance including the accounting of financial assistance to other agencies, providing emergency shelter, and other services that assist families in housing and financial stability, and other services described in offerors' proposals and in the Scope of Service.

Domestic Violence Programs:

- Your organization's experience and capacity to provide a domestic violence shelter, domestic violence counseling including counseling for children, and other services described in offerors' proposals and in the Scope of Service.

4) Program Expertise and Personnel:

Provide a list of all managers, supervisors and staff who are being proposed for working in the Adams County program, even if only a portion of their time will be dedicated to the program. Include name, qualifications, experience working on any comparable project and proposed portion of time dedicated to the Adams County program for each. Include current or future case management staff, and other staff such as trainers, job developers, and others who will work directly with participants.

If a subcontractor is to be used for mental health services or any other services, describe the expertise of the sub-contracting organization in the same way that your organization is described.

Confirmation that pursuant to Colorado Revised Statute, § 8-17.5-101, *et seq.*, as amended 5/13/08, as a prerequisite to entering into a contract for services with Adams County, Colorado, the organization does not employ or contract with an illegal alien who will perform work for the program. Applicant organization must confirm that the organization will participate in the E-Verify Program or Department program, as those terms are defined in C.R.S. § 8-17.5-101, *et seq.* in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the proposed program

5) Comparable Projects:

A detailed description of at least one similar program providing case management services to TANF BCA participants that the organization has provided. The description should include:

- Name, location and budget of the program.
- Experience providing services described in the Scope of Service.
- Average monthly caseload size, individuals and/or families counseled, financial assistance given, and other services given, and other metrics which describe the breadth of the program.

- Demographics and other descriptors of the population served.
- A sample of monthly reports created for the project.
- Annual outcomes produced from the program (five years of outcomes is strongly suggested)
- Submit Fee Schedule in the same format as Attachment B and submit with your proposal.
- At least three (3) references shall be provided for similar projects.
- A W-9 form shall be completed and returned with proposal.

XXIII. EVALUATION FACTORS FOR AWARD

Award will be made to the single responsive, responsible offeror who submits the most technically acceptable proposal.

A review committee consisting of members, appointed by the County, will make recommendation to the County management, and the County Board of Commissioners. The evaluation is based on the firm’s qualifications. The committee may request additional information from offerors or request personal interviews with offerors.

The evaluation criteria are listed below in descending order of importance. Based on the responses of the offerors, the panel may award zero points for no response to the criteria or up to the maximum specified if the offeror demonstrates in their proposal exceptional responses or abilities.

<u>CRITERIA</u>	<u>POINTS</u>
1. Offeror’s ability to provide all services as defined in the Scope of Service, including, but not limited to: Housing agencies: Experience and knowledge of low income families, housing and other programs and organizations that can benefit low income families; experience with housing and financial counseling; providing financial assistance including the accounting of financial assistance to other agencies; and providing emergency shelter, and other services that assist families in housing and financial stability. Domestic Violence Programs: Capacity to provide a domestic violence shelter, domestic violence counseling including counseling for children, and other services described in the statement of work for domestic violence providers.	0-50
2. Offeror’s fee structure for performing the services.	0-25
3. Organizational budget including the ability to provide services in the scope of services on a reimbursement basis; infrastructure for delivery of services, and organizational leadership.	0-25
Total	100

**ATTACHMENT A
FEE SCHEDULE**

Please present the fees associated with your proposal in the following format following this page being referenced as **Attachment C**. Submitted Fee Schedule must be for a twelve (12) month period. Offeror's fees shall be firm through the entire term of the Agreement.

The remainder of this page left blank intentionally

Attachment B SAMPLE Budget Sheet

Please present the costs associated with your proposal in the following format (without the examples). Please note in the "2012-2013 Base Expenses" section how the row totals are calculated for Cost to Contract in column D. For instance, the supervisor's salary and benefits is \$45,000 and overhead is \$2,500, however, since the supervisor would only work 50% of the time in the program, the Cost to Contract is only \$23,750 (50% * (\$45,000 + \$2,500) = \$23,750). The sum of the rows in the Base Expenses section should equal the line item amount of Base Expenses in your proposal. The total of Base Expenses is added to the other line items in your proposal in the last section of the sheet the total of these line items is the total amount of the contract. Please note the County will only reimburse for actual expenses, thus some line items may not be exhausted by the end of the agreement term.

Base Expenses (show fees for a 12 month period)					
Position/Base Expense	Description	(Column A) Agreement Allocation of Time/Fees	(Column B) Annual Salary and Benefit Fee	(Column C) Overhead	Total Equals Column A * (B + C)
i.e. Supervisor (example)	Provides supervision of case workers	50%	\$45,000	\$2,500	\$23,750
i.e. Manager (example)	Provides supervision for entire program	35%	\$55,000	\$2,900	\$20,265
i.e. Case Worker (example)	Provides direct case mgt. service to TANF clients	75%	\$40,000	\$2,100	\$31,575
i.e. Case Worker (example)	Provides direct case mgt. service to TANF clients	80%	\$40,000	\$2,100	\$33,680
i.e. Case Worker (example)	Provides direct case mgt. service to TANF clients	100%	\$40,000	\$2,100	\$42,100
i.e. Job Developer (example)	Develops internships, job placements, and builds business relationships	50%	\$45,000	\$2,500	\$23,750
i.e. Rent (example)	Office space	30%	\$30,000	\$0	\$9,000
i.e. Utilities (example)	Gas, electric and water	30%	\$7,000	\$0	\$2,100
					\$0
					\$0
Total of Base Expenses:					\$186,220
Budget Item	Description	Amount			
Base Expenses (example)	Equals total of Base Expenses	\$186,220			
Tuition for Training Courses (example)	Amount in contract for training courses for clients	\$20,000			
Criminal Background Funding (example)	Amount in contract for criminal background checks	\$2,000			
Supplies (example)	Paper, toner, staples etc.	\$3,000			
Mileage (example)	Reimbursement of miles traveled for staff	\$4,000			
GED Materials (example)	Books, tests, etc.	\$2,000			
Total (example):					\$233,220