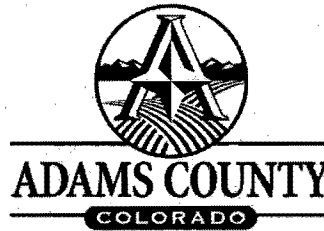


Richard C. Lemke
DIRECTOR



Finance Department
Telecommunications
4430 South Adams County Parkway
4th Floor, Suite C4000A
Brighton, CO 80601-8212
PHONE 720.523.6050
FAX 720.523.6058
www.adcogov.org

April 10, 2014

Shirley Ross
12926 w 61st Circle
Arvada, Colorado 80004

Subject: Executed Addendum for 2014.022 GED Tester for the Adams County Detention Center

Dear Ms. Ross:

Attached is an **executed** copy of Service Agreement 2014.022 for a GED Tester for the Adams County Detention Center.

The Service Agreement effective date is **March 19, 2014**. Please contact the Project Manager, Sterritt Fuller, at 303.655.3430 regarding the notice to proceed (NTP).

Congratulations on your award and we look forward to working with you on this project.

Sincerely,

Bethany Bonasera, Purchasing Agent II
Finance/Purchasing Department

BOARD OF COUNTY COMMISSIONERS

Eva J. Henry
DISTRICT 1

Charles "Chaz" Tedesco
DISTRICT 2

Erik Hansen
DISTRICT 3

**PURCHASE OF SERVICE AGREEMENT
2014.022 GED TESTER**

THIS AGREEMENT ("Agreement") is made this 19 day of March 2014, 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 Shirley Ross, located at 12926 W 61st Circle, Arvada, Colorado 80004, 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. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP 2014.022 and the Contractor's response to the RFP 2014.022, GED Tester for the inmates located at the Adams County Detention Center, attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.
- 1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

2. RESPONSIBILITIES OF THE COUNTY: The County shall provide information as necessary or requested by the Contractor to enable the Contractor's performance under this Agreement.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one-year from the date of this Agreement.
- 3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, and approved by the Adams County Board of County Commissioners.

4. PAYMENT AND FEE SCHEDULE: The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of eighteen dollars per hour (\$18.00) with a not to exceed dollar amount of twenty- four thousand dollars (\$24,000) per year.

4.1. 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 that funds become unavailable, as determined by the County, the County may immediately terminate this Agreement or amend it accordingly.

5. **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.**

6. **NONDISCRIMINATION:**

6.1. **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. Adams County is an equal opportunity employer.**

6.1.1. The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

7. **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.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

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

8.1.1. Bodily Injury/Property Damage: \$300,000 (each accident)

8.1.2. Personal Injury Protection: Per Colorado Statutes

8.2. 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.

8.3. 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.

8.4. 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 or policies required under this Agreement.

9. TERMINATION:

9.1. 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.

9.2. 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.

10. MUTUAL UNDERSTANDINGS:

10.1. 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, Colorado.

10.2. 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. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, *et seq.*, C.R.S. 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).

- 10.3. OSHA: Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
- 10.4. Record Retention: The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) 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.
- 10.5. Assign Ability: 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.
- 10.6. 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.
- 10.7. 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.
- 10.8. 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 an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Detention Center
Contact: Sterritt Fuller, Programs Supervisor
Address: 150 North 19th Avenue
City, State, Zip: Brighton, Colorado
Phone: 303.655.3430
E-mail: sfuller@adcogov.org

Department: Adams County Purchasing
Contact: Bethany Bonasera, Purchasing Agent II
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6056
E-mail: bbbonasera@adcogov.org

Department: Adams County Attorney's Office
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720.523.6116

Contractor: Shirley Ross
Address: 12926 W 61st Circle
City, State, Zip: Arvada, Colorado 80004
Phone: 303.570.4411
E-mail: shirleross@gmail.com

- 10.9. 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.
- 10.10. 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.
- 10.11. 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.

11. CHANGE ORDERS OR EXTENSIONS:

- 11.1. 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 the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.
- 11.2. Extensions: The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor.

12. 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 May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

- 12.1. 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.

- 12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 12.3. 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 public contract for services.
- 12.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program.
- 12.5. 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 public contract for services is being performed.
- 12.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: 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 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 (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 12.7. 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).
- 12.8. 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.

The remainder of this page is left blank intentionally.

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

Sheriff Doug Darr

Doug Darr
Sheriff

March 31, 2014
Date

Shirley Ross

Shirley Ross
Signature

3/19/14
Date

Shirley Ross
Printed Name

GED Examiner
Title

Attest:

Karen Long, Clerk and Recorder

Deputy Clerk

Approved as to Form:

W. Leata
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

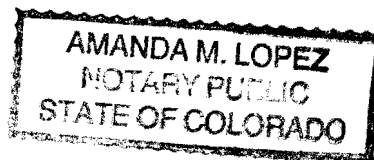
COUNTY OF Jefferson

STATE OF Colorado)SS.

Signed and sworn to before me this 19 day of March, 2014,

by Shirley Ross

Amanda M. Lopez
Notary Public



My commission expires on: _____
My Commission Expires 2/19/2016

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 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.

CONTRACTOR:

Shirley Ross
Company Name

3/18/14
Date

Shirley Ross
Signature

Shirley Ross
Name (Print or Type)

GED Examiner
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

Response to Request for Proposal 2014.022

GED Tester for Adams County Detention Center

Submitted to:

Purchasing Division of Finance
Adams County Government Center
4430 South Adams County Parkway
Brighton, Co 80601

Submitted by:

Shirley Ross
12926 W61st Circle
Arvada, Colorado 80601

GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of Finance is accepting proposals for 2014.022 GED Instructor for Adams County Detention Center.
2. **All documents related to this RFP will be posted on the Rocky Mountain Bid System at:**
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>
 - 2.1. Vendors must register with this service to receive these documents.
 - 2.2. This service is offered free or with an annual fee for automatic notification services.
3. Written questions may be submitted through February 3, 2014. All questions are to be submitted to Bethany Bonasera, Purchasing Agent by E-mail at bbonasera@adcogov.org.
4. An Addendum to answer all questions will be issued no later than February 6, 2014.
5. Proposals
 - 5.1. Sealed proposals for consideration will be received at the office of the Purchasing Division of Finance at the Adams County Government Center, 4430 South Adams County Parkway, Fourth Floor, Brighton Colorado 80601, up to 2:00 p.m. on Wednesday, February 12, 2014.
 - 5.2. The proposal opening time shall be according to our clock.
 - 5.3. Proposals will be publicly opened and the names of the companies submitting proposals will be read aloud.
 - 5.4. Proposals may be mailed or delivered in person and **must be in a sealed envelope** clearly labeled with Company Name, Proposal Number and Project Title.
 - 5.5. No proposals will be accepted after the time and date established above, except by written addenda.
 - 5.6. The proposal must be submitted on a CD in a single PDF file not to exceed 25 pages. Brochures or other supportive documents may be included with the proposal narrative.
 - 5.7. The two proposal signature pages "**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**" pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et seq.*, as amended 5/13/08 and the "**PROPOSAL FORM**" acknowledging the receipt of addendum(s) must be signed and included as hard copy with the CD. These are the **last two pages of the RFP**.

- 5.8. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve months from the date of this opening.
- 5.9. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Department.
- 5.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 5.11. The County assumes no responsibility for a proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside:

2014.022 GED INSTRUCTOR FOR ADAMS COUNTY DETENTION CENTER

- 5.12. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close the County offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Commissioners to close the County offices.
- 5.13. Proposal must be submitted in the format supplied and/or described by the County. Failure to submit in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 5.14. No award will be made to any person, firm, or corporation that is in arrears upon any obligation to the County.
- 5.15. If submitting a joint venture proposal or a proposal involving a partnership arrangement, articles of partnership stating each partner's responsibilities shall be furnished and submitted with the proposal. N/A
- 5.16. The County reserves the right to waive any irregularities or informalities, and the right to accept or reject any and all proposals, including but not limited to:
 - 5.16.1. Any Proposal which does not meet bonding requirements, or,
 - 5.16.2. Proposals which do not furnish the quality, or,
 - 5.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
 - 5.16.4. Proposals from offerors who lack experience or financial responsibility, or,
 - 5.16.5. Proposals which are not made to form.

5.17. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.

5.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.

5.19. If a formal Agreement is required, the Contractor agrees and understands a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.

5.20. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, E-mail, or facsimile machines are not acceptable.

I have read, understood and complied with the general directions.

6. Adams County is an equal opportunity employer.

7. The County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.

8. **INSURANCE:** The Contractor agrees to maintain insurance of the following types and amounts:

8.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury. N/A

8.1.1. Each Occurrence

\$1,000,000

see addendum#2

8.1.2. General Aggregate

\$2,000,000

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

8.2.1. Bodily Injury/Property Damage

\$1,000,000 (each accident) See Addendum#2

8.2.2. Personal Injury Protection

Per Colorado Statutes

8.3. I have comprehensive automobile liability insurance.
Workers' Compensation Insurance:

Per Colorado Statutes See addendum#2

8.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.

8.4.1. Each Occurrence

\$1,000,000

8.4.2. This insurance requirement applies only to Contractors who are performing services 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.

I will obtain this insurance.

- 8.5. 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:
- 8.5.1. Underwriters shall have no right of recovery or subrogation against the County, it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses resulting from the actions or negligence of the Contractor. N/A See addendum #2.
 - 8.5.2. The insurance companies issuing the policy or policies shall have no response against the County for payment of any premiums due or for any assessments under any form of any policy. N/A
 - 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor. I understand and will comply.
- 8.6. 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. I understand and will comply.
- 8.7. 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. I understand and will comply.
- 8.8. 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. I understand and will comply.
- 8.9. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance. I understand and will comply.
- 8.10. 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. N/A See addendum #2
- 8.11. Underwriters shall have no right of recovery or subrogation against the 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. I understand.
- 8.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to The County. I understand.
- 8.13. 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 Contractor shall promptly obtain a new policy,

submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor 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. I understand and will comply.

9. Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County's safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause. I understand.
10. 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 (public contract for service) and for the duration thereof:
 - 10.1. 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.
 - 10.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services. I understand and will comply.
 - 10.3. 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 public contract for services. I understand and will comply.
 - 10.4. At the time of signing this public contract for services, the Contractor has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this public contract for services through participation in either the E-Verify Program or the Department Program. I understand and will comply.
 - 10.5. 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 public contract for services is being performed. I understand and will comply.
 - 10.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three 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 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. I understand and will comply.

10.7. 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). I understand and will comply.

10.8. 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.
I understand and will comply.

End General Information

The remainder of this page is left blank intentionally.

SCOPE OF WORK

1. *Adams County Detention Center is seeking a qualified Pearson Vue GED Tester. The tester will be working around 16 to 24 hours a week depending on need.*

I understand and would comply with this schedule.

2. MINIMUM REQUIREMENTS

- 2.1 *I am a certified Pearson Vue Examiner and have enclosed a copy of my certification.*
- 2.2 *I have been employed as a GED Tester since 10/07. Approximately 5 of those years have included working at ACDF and at the Adams Youth Services Center.*
- 2.3 *I have passed a preliminary background check. If there is a more extensive background check I would be amenable to that check.*
- 2.4 *My college degree is in Education, Elementary and Middle School, from Fredonia State University, N.Y. I retired from Denver Public Schools after 30 years of service. My service included primary, intermediate grades, Reading Specialist, and Adult Mentor.*

I earned a Masters Degree from the University of Colorado in Denver in 1978 in counseling. In Denver I worked with people of varying differences in abilities, personalities, interests, cultures, languages as well as differences in learning and motivation. Several years were spent working especially with children with behavioral and affective disorders.

Besides being a teacher mentor I also worked with adults as a counselor for Nutri-System Weight Loss Centers and in a sales capacity for Communications Consultants and AT&T.

In 2011-2012, I was contracted to work with the University of Tennessee in a testing capacity of adults and students.

I have volunteered for several agencies through the years, currently with Hope House in Arvada, Co. helping to empower teen moms.

- 2.5 *I have experience in working with Microsoft Windows during my six years working in the GED Program.*
- 2.6 *I have no problem working weekdays, evenings and occasional weekends.*

3. WORK ENVIRONMENT

I have worked in several rooms during my 5 years at ACDF. The last few

years have been in D Programs and it has not been a problem. Neither the windowless surroundings nor the small room size have been concern of mine. There have been up to 15 inmates testing in that room at once from all 3 sectors of the jail. I also tested several juveniles in the room at the top of the stairs in A Module.

I enforce the policies and procedures determined by Pearson-Vue and ACDF. I understand the security procedures, codes, and panic alarms used in this environment. The inmates have always been respectful and after a few weeks of getting used to working in this environment I have not had any concerns. I am also aware of what is considered contraband in the testing room and make sure it is returned before calling the testers back to their modules.

4. OTHER

- 4.1 After working in Denver Public Schools for 30 years in public housing areas, I have been exposed to cultural differences and have learned a lot. My biggest strength is my ability to be accepting of others and earning their respect.
- 4.2 Several times the GED Instructors have clued me in on some issues that individuals might be responding to and other times it has been obvious that a tester is under stress. I always offer to reschedule a test if they desire.
- 4.3 I make every effort to welcome testers and congratulate them on their previous scores or their tenacity in working for passing scores in their areas of concern. I find it personally rewarding to experience individuals accomplishments and to celebrate their successes.
- 4.4 I try to individualize the testing process to the needs of the individuals within the context of Pearson-Vue rules and regulations.
- 4.5 In my work at ACDF, I believe that I have worked closely with the GED Instructors, library staff and Program Supervisor. They are the Individuals that work in the facility on a daily basis and know the system and the inmates more than I do so I appreciate their guidance.

2014.022 GED TESTER ADDENDUM #2

Answers to submitted questions:

1. Is Commercial General Liability Insurance needed for this contract?

On this contract we won't need it.

2. As a self-employed contractor, who does not use a vehicle to perform any of my job functions, I would have to maintain Comprehensive Automobile Liability Insurance that meets the minimum liability limits prescribed by law and would not include Adams County as additional insured. Is this correct?

This is acceptable. However, the awarded must provide proof that they do in fact have this insurance.

3. Since I am self-employed, is Workman's Compensation Insurance necessary? I would not expect the County to provide it either.

We do not provide coverage to independent contractors. However, the awarded vendor should obtain WC insurance or provide proof that she can't obtain it but has health insurance.

4. I am not sure if Professional Liability Insurance is necessary since the job only requires a certified test administrator. If this is recommended, I will obtain the insurance.

The awarded vendor should obtain it as a good business practice. However, we won't require it.

5. If Commercial General Liability Insurance is not needed, nor do I need to add Adams County on the policies, then 8.5.1, through 8.5.3 would not apply. Is this correct?

Correct

6. "All referenced insurance policies/ and or certificates of insurance shall be issued to include Adams County as an additional insured." Does this statement pertain to the RFP for the GED Examiner?

In this case we won't require it.

7. Does Adams County currently have an approved site, and how many computer stations are already set up? If the county Detention Center does not have an approved Pearson-Vue site, are you hoping that a contractor/vendor can set up a site extension? And if that is the case, will we need to propose a budget for the purchase of computer stations for that purpose?

Yes, we are an approved site. We have 14 computer stations.

Pearson VUE Certified Test Administrator

this certifies that

Shirley Ross

has successfully completed the
requirements needed to become a
Pearson VUE Certified Test
Administrator on

29-1-2014



Robert D. Whelan
President, Pearson VUE

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)
Shirley M Ross

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:
☒ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) 0
Exemption from FATCA reporting code (if any)

Address (number, street, and apt. or suite no.)
12926 W 61st Cir.
City, state, and ZIP code
Arvada Co 80007

Requester's name and address (optional)

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
0	9	3	-	4	4	-	3	1
6	0							

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ Shirley Ross Date ▶ 2/7/14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

References for Shirley Ross

ACDF Ged Instructor	Mary F. McCotter	303. 655.3332 303. 460.7676	work home
ACDF Ged Instructor	Nancy Miller	303.655.3369	work
ACDF Library Programs	Candice Wuchter	720.685.3824 970.483.6360	work home
Community College of Denver Chief Examiner	Janet Waide	303.494.4866	home
Friend/ coworker Denver Public Schools	Paula Hansen	303.467.2182	home

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 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.

CONTRACTOR:

Self - Employed
Company Name

2/9/14
Date

Shirley Ross
Name (Print or Type)

Shirley Ross
Signature

GED Examiner
Title

Note: Registration for the E-Verify Program can be completed at: www.dhs.gov/e-verify. It is recommended that employers review the sample "memorandum of understanding" available at the website prior to registering.



Tester **PROPOSAL FORM**
2014.022 GED INSTRUCTOR FOR ADAMS COUNTY DETENTION CENTER

VENDOR'S STATEMENT

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 proposal is hereby submitted.

eighteen dollars per hour $\$18/\text{hr.} \times 16 \text{ hrs.} = \$14,400$
Sixteen hours = fourteen thousand four hundred $\$18/\text{hr} \times 24 \text{ hrs.} = \$20,736$
Written Amount $\$20,736$ *Amount*
twenty-four hours = twenty thousand seven hundred thirty six dollars
 WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 2 Addenda # _____
 If None, Please write NONE.

<u>Shirley M. Ross</u>	<u>2/7/14</u>
Company Name	Date
<u>12926 W 61st Circle</u>	<u>Shirley M. Ross</u>
Address	Signature
<u>Arvada Co 80004</u>	<u>Shirley M Ross</u>
City, State, Zip Code	Printed Name
<u>Jefferson</u>	<u>GED Tester</u>
County	Title
<u>303-570-4411</u>	
Telephone	Fax
<u>shirleross@gmail.com</u>	
E-mail Address	

Pearson VUE Certified Test Administrator

this certifies that

Shirley Ross

has successfully completed the
requirements needed to become a
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Administrator on

29-1-2014



Robert D. Whelan
President, Pearson VUE

PEARSON

ALWAYS LEARNING

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Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

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Shirley M Ross

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☒ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
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Arvada Co 80006

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Social security number
093-44-3160

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number

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Signature of
U.S. person ▶

Shirley Ross

Date ▶ 2/7/14

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Company Name

2/9/14
Date

Shirley Ross
Name (Print or Type)

[Signature]
Signature

GED Examiner
Title

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2014.022 GED INSTRUCTOR FOR ADAMS COUNTY DETENTION CENTER

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sixteen hours = fourteen thousand four hundred $\$18/\text{hr} \times 24 \text{ hrs.} = \$20,736$
twenty-four hours = twenty thousand seven hundred thirty six dollars
 Written Amount Amount

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 2 Addenda # _____
 If None, Please write NONE.

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Company Name	Date
<i>12926 W 61st Circle</i>	<i>Shirley M. Ross</i>
Address	Signature
<i>Arvada Co 80004</i>	<i>Shirley M Ross</i>
City, State, Zip Code	Printed Name
<i>Jefferson</i>	<i>GED Tester</i>
County	Title
<i>303-570-4411</i>	
Telephone	Fax
<i>shirleross@gmail.com</i>	
E-mail Address	