

**ADAMS COUNTY, COLORADO
PURCHASE OF SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 4th day of January 2016, 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 **ACCESS HOUSING, INC.**, located at 6978 Colorado Blvd, 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. SERVICES OF THE CONTRACTOR:

- 1.1. All work shall be in accordance with the attached RFP 2015.280 and the Contractor's response to the RFP 2015.280 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 the Contractor) to be performed by the Contractor. If the County requests such additional services, the 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, the 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, as referenced in Section 1 above.

3. TERM:

- 3.1. Term of Agreement: The initial term of this Agreement shall be for one (1) year from the date of execution, unless sooner terminated as specified elsewhere herein.
- 3.2. Extension Options: The County, at its sole option, may offer to extend this Agreement as necessary for up to two (2) option 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.

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, in an amount not to exceed **forty-thousand, five hundred and eleven dollars and no cents** (\$40,511.00).

- 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:** 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. 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. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.

- 8.1.1. Each Occurrence: \$1,000,000
- 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)
 - 8.2.2. Personal Injury Protection: Per Colorado Statutes
- 8.3. Workers' Compensation Insurance: Per Colorado Statutes Not Applicable.
- 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, as applicable.
 - 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.
- 8.5. 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:
 - 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.
 - 8.5.2. 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.
 - 8.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.
- 8.6. 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.

8.7. 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.

8.8. 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.

9. WARRANTY:

The Contractor warrants and guarantees to the County that all work, equipment, and material furnished under the Agreement are free from defects in workmanship and materials for a period of one year after final acceptance by the County. The Contractor further warrants and guarantees that the plans and specifications incorporated herein are free of fault and defect sufficient for Contractor to warrant the finished product after completion date. Should the Contractor fail to proceed promptly in accordance with this guarantee, the County may have such work performed at the expense of the Contractor. This section does not relieve the Contractor from liability for defects that become known after one year.

10. TERMINATION:

10.1. 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.

10.2. 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.

11. MUTUAL UNDERSTANDINGS:

11.1. 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 the 17th Judicial District, Colorado.

11.2. 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, the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, and that no violation of such provisions are

present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, 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).

- 11.3. OSHA: The 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.
- 11.4. 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.
- 11.5. 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.
- 11.6. 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.
- 11.7. 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.
- 11.8. 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:

County:

Department: Adams County Human Services Department
Contact: Kent Gregory, M.P.A., Contract Administrator
Address: 7190 Colorado Blvd., 6th Floor
City, State, Zip: Commerce City, Colorado 80022
Office Number: 303.227.2215
Email: kgregory@adcogov.org

Department: Adams County Purchasing Division
Address: 4430 South Adams County Parkway, Suite C4000A
City, State, Zip: Brighton, Colorado 80601

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

Contractor:

Company: Access Housing, Inc.
Contact: Angela Bornemann, Executive Director
Address: 6978 Colorado Blvd
City, State, Zip: Commerce City, Colorado 80022
Office Number: 303.289.7078 x306
E-mail: angela@acchouse.org

- 11.9. 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.
- 11.10. 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.
- 11.11. 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.

12. CHANGE ORDERS:

- 12.1. Change Orders: The County from time to time, may 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 request for proposal, or, if no provision exists, pursuant to the terms of the Change Order.

13. 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:

- 13.1. 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.
- 13.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 13.3. 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.
- 13.4. 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.
- 13.5. 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.
- 13.6. 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.
- 13.7. 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).
- 13.8. 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.

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:

Access Housing, Inc.
Company Name

12/30/15
Date

Barnemann
Signature

Angela Barnemann
Name (Print or Type)

Executive Director
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.

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

By: [Signature]
County Manager

1/4/15
Date:

**CONTRACTOR
ACCESS HOUSING, INC.**

By: Angela Bernemann
Name (Print or Type)

12/30/15
Date:

Bernemann
Authorized Signature

Executive Director
Title

Attest:
Stan Martin, Clerk and Recorder

[Signature]
Deputy Clerk

APPROVED AS TO FORM:
Adams County Attorney's Office

By: [Signature]
Attorney's Signature

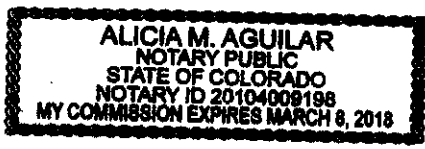
NOTARIZATION:
COUNTY OF Adams)
STATE OF Colorado)SS.

Signed and sworn to before me this 31st day of December, 2015,

by Angela Bernemann

Notary Public Alicia M. Aguilar

My commission expires on: March 8, 2018



ATTACHMENT A

(All Documents following this page of the Agreement)

Attachments:

1. BAFO, dated October 28, 2015
2. Proposal, dated September 21, 2015
3. Offeror's Certification of Compliance
4. Offeror's Signature Page

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1. Introduction and Qualifications:

An introduction of your organization including mission statement, history and current organizational chart.

The mission of ACCESS Housing is to help homeless families regain their independence, achieve economic self-sufficiency and sustain permanent housing through a comprehensive continuum of care and collaboration with community partners.

ACCESS Housing was established by a group of Adams County residents in 1983 as a response to the increase in homelessness in the Denver metro area that occurred with the bust in the oil industry.

ACCESS Housing, Inc. has served TANF eligible families for over 30 years. With support from Adams County Human Services and other public and private sources, we have provided comprehensive strengths-based family support services that prevent homelessness and that ensure that the homeless families we serve never experience homelessness again in their lifetime.

The agency currently employs 5 persons from diverse ethnic and cultural backgrounds. The agency's board of directors is comprised of 12 community stakeholders.

See Attachment B. Organizational Chart.

Your organization's experience with the services listed in the Scope of Work, including, housing and financial counseling, providing financial assistance to those in need, accounting of financial assistance to other agencies, providing emergency shelter, services that assist families in housing and financial stability, and other services the Offeror believes will be complementary to the services in the Scope of Work.

For over 30 years, ACCESS Housing has provided the following services to Adams County families in need. Services are currently provided within three main programs:

Family Shelter Program:

The program provides short-term shelter for up to 60 days for families with children in on-site private apartment units. Program services include case management, advocacy and basic needs. Adult family members may receive adult education and weekly life skills training. Families also receive crisis intervention support; resource information and linkages to community partners.

Home Again Family Support Program:

Program services seek to prevent homelessness and to support the transition of homeless families into permanent housing. Households receive case management and financial assistance.

Steps 2 Success Self-sufficiency Program:

Program services support family self-sufficiency by ensuring that adult family members secure and maintain jobs that pay a living wage through permanent housing and employment goals, GED preparation and life skills training.

Unique organizational expertise, infrastructure and resources that will add value to the program.

As previously mentioned, ACCESS Housing has provided services to Adams County families in need since 1983. We have shelter units that can assist families with acute and immediate housing needs. Currently there are three non-profits located in Adams County that provide year-round emergency and short-term shelter services: ACCESS Housing, Growing Home and Almost Home. ACCESS Housing provides 24 of the less than 50 beds that are provided by these three agencies.

Family Shelter Program:

- 50 families with children will reside in the agency's shelter facility for up to 60 days.
- 800 families will receive crisis intervention, resources and linkages to community partners.

Home Again Family Support Program:

- 80 families will receive transitional housing supportive services including case management and financial assistance.
- 70 families will receive case management and financial assistance to prevent homelessness

Steps 2 Success Self-sufficiency Program:

- 30 adults will secure or retain jobs with wages of more than \$10.00 per hour.
- 25 adults will participate in GED preparation courses.

Additionally, ACCESS Housing will provide "Direct Assistance" to clients for emergency rent or mortgage needs, initial month's rent and deposits, as well as application fees, credit and background check fees, or other housing related needs. These funds will be distributed to TANF eligible families at the discretion of ACCESS Housing.

Include days and hours of operations of your organization in general and for the specific services in your proposal. Also include where services / shelter will be provided.

Administrative hours of operation: Monday – Thursday 8am-5pm

Shelter hours- Sun through Saturday, families have access to their shelter units 24/7.

Describe how your proposal will enhance ADHSD ability to serve families with housing related and self-sufficiency needs.

ACCESS Housing targets families that are homeless or in danger of becoming homeless in the Denver metro area and especially in Adams County. According to the 2015 Point in Time (PIT) study of homeless populations that was conducted by the Metro Denver Homeless Initiative (MDHI), there were over 6,100 homeless persons in the Denver Metro area, 572 were Adams County respondents. Of the 572 Adams County respondents, 357 were families with children. Additionally, 81 Adams County respondents reported job loss as their reason for homelessness, 84 cited high housing costs, and another 64 reported a family or relationship breakup as their cause of homelessness.

In the current economic conditions, Adams County continues to face additional challenges due to the housing market. Rent rates within the county are increasing faster than wages, affordable units are scarce. According to the HUD's 2014 Fair Market Rent calculation, the rent for a two-bedroom unit in Adams County is \$916 per month. The National Low Income Housing Coalition's 'Out of Reach' report indicates that a household needs to earn \$36,623 annually in order to afford a two-bedroom apartment in Adams County. That translates to a single parent working a full-time, year-round position with a wage of \$17.61 per hour.

With high rent rates and low wages, many households will continue to find themselves homeless.

ACCESS Housing provides services that address the short-term and long-term housing needs of the families we serve. The focus of ACCESS Housing is to help ensure self-sufficiency and permanent housing through adult education, life skills training, and homeless prevention services as well as transitional and permanent housing. In 2014, ACCESS Housing emergency and short-term shelter, homeless prevention, transitional housing and other family support services to 1,352 families and we are on track to do the same in 2015. However, for every family ACCESS

Government Grants	\$ 237, 00
Fee for Service Contracts/Collaboration	\$ 113,000
Special Events and In-kind Goods and Services	62,000
TOTAL REVENUE	\$ 731,960.00

EXPENSES:

Personnel Expenses	\$ 231,400
Administration	88,007
Depreciation Expense	59,000
Special Events and In-kind Goods and Services	13,000
Affordable Housing Rental Units	100,852
Program Expenses	220,000
TOTAL EXPENSES	\$ 712,259.00

2. Proposed Services:

Provide the specifics of your proposal:

Specifically describe the services listed in the Scope of Work and other complementary services your organization is proposing. Include capacities of shelters, organizational capacity to provide housing and related counseling, and how Direct Assistance and Contingency funds will be administered (if part of your proposal) and your organization's ability to provide these services on a reimbursement basis as described in the Scope of Work.

Amount and Purpose of Request. ACCESS Housing would like to respectfully request a grant in the amount of \$40,511.00 for 2016 to provide the following services for low-income TANF eligible families who are homeless or in danger of becoming homeless that are referred either by ACDHS or community referrals:

- Case management support
- Emergency and short-term shelter
- Emergency and supplemental food, clothing and household furnishings
- Homeless prevention supportive services including direct assistance and contingency fund support
- Transitional housing supportive services
- Housing counseling
- Employment and training services
- Adult education services
- Life skills training in the areas of:
 - Landlord and tenant rights and responsibilities
 - Budget and credit management
 - Domestic violence and safety planning
 - Effective parenting
 - Homebuyer education
- Crisis Intervention, resource information and linkages to community partners.

All services will be provided in our three main programs and we estimate providing the following amounts of service in each area in 2015:

Housing helps, 20 others are denied services, due to a lack of resources, especially emergency and short-term shelter. Currently there are three non-profits located in Adams County that provide year-round emergency and short-term shelter services: ACCESS Housing, Growing Home and Almost Home. ACCESS Housing provides 24 of the less than 50 beds that are provided by these three agencies. While we cannot increase capacity of our shelter beds at this time, we can increase the amount of services clients can receive thus potentially shortening their length of stay and increasing chance for self-sufficiency sooner.

3. 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 counseling and key staff, 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.

- **Alicia Aguilar**, *Director of Programs*, 14 years of professional experience in case management as well as administering various federal, local and foundation grants including transitional housing services. Ms. Aguilar has been with ACCESS Housing for 9 years and is currently responsible for grant and contract compliance as well as supervision of agency staff. She will dedicate 5% of her time to the project.
- **Sandra Moore**, *Business Manager*, 20 years of accounting and bookkeeping experience working with the Denver Office of Economic Development and has been with the agency for three years. Ms. Moore maintains accountability of the grant funds. She will dedicate 2% of her time to the project.
- **Lindsay Blaum**, *Family Shelter Program Coordinator*, provides program coordination, case management, family advocacy, coordination of on-site short term shelter services. Ms. Blaum has been with the agency for 2 months but possesses over 7 years of experience in working with families and children with special needs. She will dedicate 30% of her time to the project.
- **Diana Alarid**, *Home Again Family Support Program Coordinator*, provides case management, family advocacy and transitional housing supportive services including

financial assistance for rent, utility, transportation, medical and education expenses. Ms. Alarid has been with the agency for 5 years. She will dedicate 30% of her time to the project.

4. Fee Schedule:

The offeror shall submit fees on Fee Schedule detailing the specific costs for the proposed project in the format presented in Attachment A. It is expressly understood and agreed that the obligation of the County to make payments to the successful offeror shall only extend to monies appropriated by the County BOCC, and encumbered for the purposes of the awarded agreement from this solicitation.

ATTACHMENT A
Fee Schedule

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)
2016 Contract Period Fees					
Family Support Coordinator	Provides direct case management and advocacy services to TANF eligible families.	30%	\$35,093.00	\$2,400	\$11,248.00
Shelter Program Coordinator and Case Manager	Provides direct case management and advocacy services to TANF eligible families and coordination of shelter services.	30%	35,093.00	\$2,400	\$11,248.00
Business Manager	Assists with rent, deposits, birth certificates, work tools, transportation, medical expenses, etc.	2%	\$47,626.00	\$3,200	\$1,016.00
Director of Programs	Supervises case managers and assists with data	5%	\$42,863.00	\$2,900	\$2,288.00

collection.				
2016 Total of Base Expenses				\$25,800.00
TOTAL BUDGET				
				Base Expenses 25,768.00
				Direct Assistance 14,743.00
				Total 40,511.00

5. Comparable Projects:

A detailed description of at least one similar program, providing services described in the Scope of Work. The description should include:

Name, location and budget of the program

Experience providing services described in the Scope of Work

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 (can be appendices)

Annual outcomes produced from the program (five (5) years of outcomes is strongly suggested)

ACCESS Housing has served TANF eligible families since its inception in 1983 and for at least 12 years as a grantee of the Adams County Human Services Department. In addition to serving TANF eligible families with funding from Adams County Human Services, ACCESS Housing has collaborated with the Colorado Coalition for the Homeless (CCH) and Community Housing Services (CHS) to provide emergency shelter and transitional housing services for homeless families for the past eighteen years. The average case load size is 15 families and we submit all required report and billing forms requested. It has been ACCESS Housing's experience in administering similar grants that advocacy, case management and short-term financial assistance have proven to be critical in preventing homelessness among at risk-families.

1. Introduction and Qualifications:

An introduction of your organization including mission statement, history and current organizational chart.

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The agency currently employs 5 persons from diverse ethnic and cultural backgrounds. The agency's board of directors is comprised of 12 community stakeholders.

See Attachment B. Organizational Chart.

Your organization's experience with the services listed in the Scope of Work, including, housing and financial counseling, providing financial assistance to those in need, accounting of financial assistance to other agencies, providing emergency shelter, services that assist families in housing and financial stability, and other services the Offeror believes will be complementary to the services in the Scope of Work.

For over 30 years, ACCESS Housing has provided the following services to Adams County families in need. Services are currently provided within three main programs:

Family Shelter Program:

The program provides short-term shelter for up to 60 days for families with children in on-site private apartment units. Program services include case management, advocacy and basic needs. Adult family members may receive adult education and weekly life skills training. Families also receive crisis intervention support; resource information and linkages to community partners.

Home Again Family Support Program:

Program services seek to prevent homelessness and to support the transition of homeless families into permanent housing. Households receive case management and financial assistance.

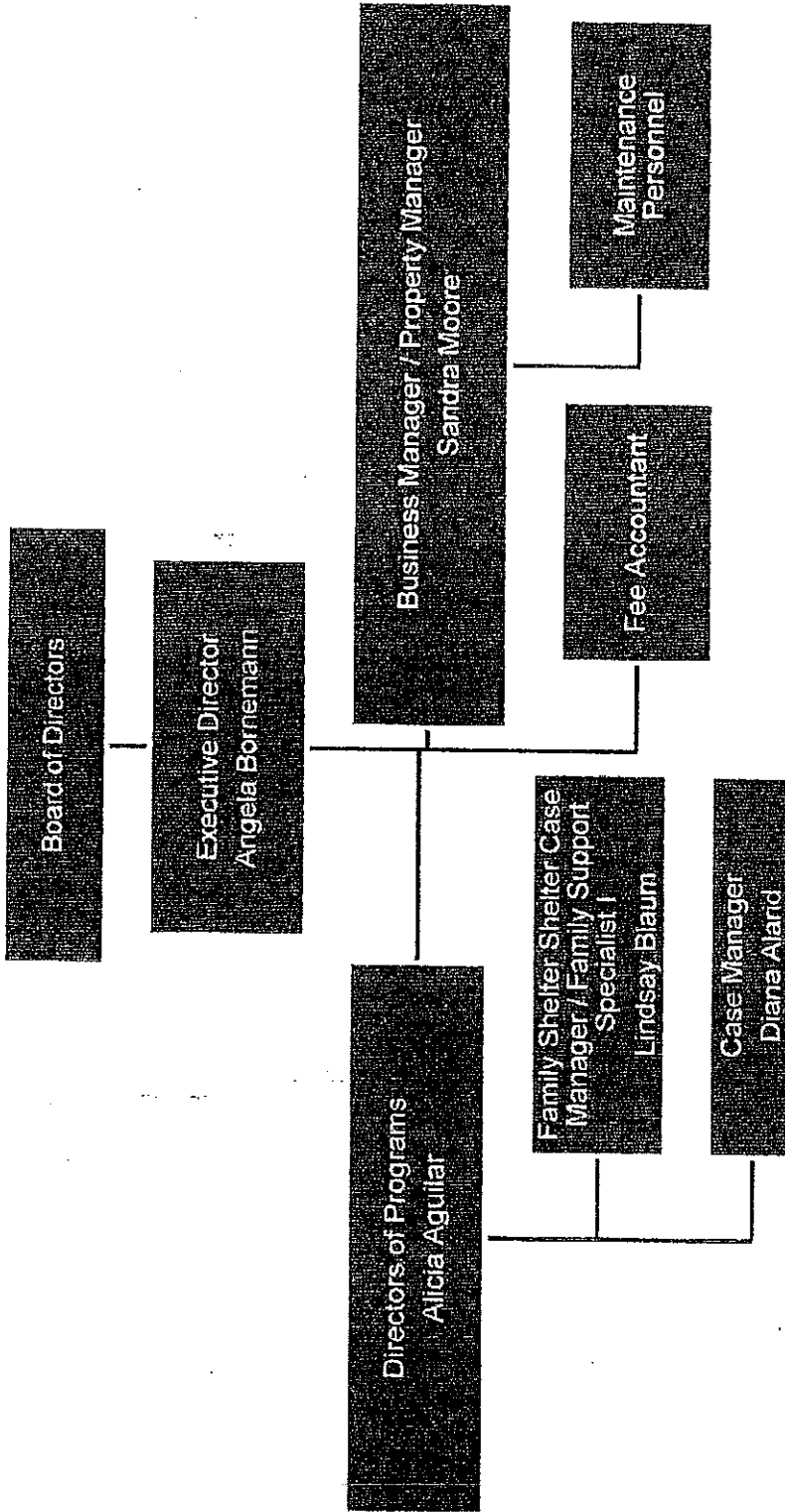
Steps 2 Success Self-sufficiency Program:

Program services support family self-sufficiency by ensuring that adult family members secure and maintain jobs that pay a living wage through permanent housing and employment goals, GED preparation and life skills training.

Unique organizational expertise, infrastructure and resources that will add value to the program.

As previously mentioned, ACCESS Housing has provided services to Adams County families in need since 1983. We have shelter units that can assist families with acute and immediate housing needs. Currently there are three non-profits located in Adams County that provide year-round emergency and short-term shelter services: ACCESS Housing, Growing Home and Almost Home. ACCESS Housing provides 24 of the less than 50 beds that are provided by these three agencies.

Organizational Chart
September 2015



We also provide services that assist families to be able to transition into permanent housing and to be able to sustain permanent housing through increased self-sufficiency.

Geographical location served. Location(s) where services/emergency housing is provided.

Services are provided to residents of the metro area, specifically Adams County, Colorado and will be offered from our facility at 6978 Colorado Boulevard in Commerce City, which includes on-site emergency and short-term shelter services.

Your organization's experience and knowledge of Adams County BCA participants, low income families, the community in general, housing programs and other organizations that can benefit Adams County BCA participants and low income families.

ACCESS has a thorough understanding of low income families and their needs. Solutions to end homelessness are complex and often these families have a variety of needs that extend far beyond homelessness. We work with community stakeholders to establish short, intermediate and long-term solutions to homelessness. The agency regularly partners with other agencies to provide transitional housing supportive services and permanent housing. The agency is also involved in various Metro Denver Homeless Initiative working groups as well as the 17th Judicial District VALE service provider collaborative.

Community partners, including the Adams County Housing Authority, Adams County Cold Weather Care Program, Adams County school districts, Almost Home, Family Tree, Adams County Workforce and Business Center, Arising Hope, Community Reach Center, Growing Home, Kids First Health Care and Low Income Individual and Family Empowerment (LIFE) have collaborated to provide shelter, homeless prevention assistance, housing, health care and self-sufficiency services for persons in need.

For each of the agencies listed above, the referral process begins with ACCESS Housing discussing resources within the community with the participant. If and when a service which will help the participant in his or her healing, recovery or otherwise is identified, ACCESS Housing will supply the participant with contact information or referral for the partner agency. When necessary, ACCESS Housing will obtain a release of information and will share the client information with the referred agency. In cases where a release of information is not obtained, ACCESS Housing staff will advise the agency or representative when a referral is made but specifics pertaining to the victim or case will not be shared.

On a case by case basis, ACCESS will notify the referred agency of a referral by email or phone. Similarly, when the above agencies are referring to ACCESS, they also follow this process.

Summary of entire organizational budget (not the Fee Schedule).

Summary of Organizational Budget:

The Fiscal Year for ACCESS Housing is October thru September. The following is a summary of our current organizational budget:

REVENUE:

Individuals, Foundations and Corporations	\$ 70,000
Affordable Rental Housing	\$ 249,960

Government Grants	\$ 237,00
Fee for Service Contracts/Collaboration	\$ 113,000
Special Events and In-kind Goods and Services	62,000
TOTAL REVENUE	\$ 731,960.00

EXPENSES:

Personnel Expenses	\$ 231,400
Administration	88,007
Depreciation Expense	59,000
Special Events and In-kind Goods and Services	13,000
Affordable Housing Rental Units	100,852
Program Expenses	220,000
TOTAL EXPENSES	\$ 712,259.00

2. Proposed Services:

Provide the specifics of your proposal:

Specifically describe the services listed in the Scope of Work and other complementary services your organization is proposing. Include capacities of shelters, organizational capacity to provide housing and related counseling, and how Direct Assistance and Contingency funds will be administered (if part of your proposal) and your organization's ability to provide these services on a reimbursement basis as described in the Scope of Work.

Amount and Purpose of Request. ACCESS Housing would like to respectfully request a grant in the amount of \$80,000 for 2016 to provide the following services for low-income TANF eligible families who are homeless or in danger of becoming homeless that are referred either by ACDHS or community referrals:

- Case management support
- Emergency and short-term shelter
- Emergency and supplemental food, clothing and household furnishings
- Homeless prevention supportive services including direct assistance and contingency fund support
- Transitional housing supportive services
- Housing counseling
- Employment and training services
- Adult education services
- Life skills training in the areas of:
 - Landlord and tenant rights and responsibilities
 - Budget and credit management
 - Domestic violence and safety planning
 - Effective parenting
 - Homebuyer education
- Crisis Intervention, resource information and linkages to community partners.

All services will be provided in our three main programs and we estimate providing the following amounts of service in each area in 2015:

Family Shelter Program:

- 50 families with children will reside in the agency's shelter facility for up to 60 days.
- 800 families will receive crisis intervention, resources and linkages to community partners.

Home Again Family Support Program:

- 80 families will receive transitional housing supportive services including case management and financial assistance.
- 70 families will receive case management and financial assistance to prevent homelessness

Steps 2 Success Self-sufficiency Program:

- 30 adults will secure or retain jobs with wages of more than \$10.00 per hour.
- 25 adults will participate in GED preparation courses.

Additionally, ACCESS Housing will provide "Direct Assistance" to clients for emergency rent or mortgage needs, initial month's rent and deposits, as well as application fees, credit and background check fees, or other housing related need or distribute monies out of a "Contingency Fund" to families referred by ACHSD for the purpose of housing and family stability, and self-sufficiency needs such as utilities and keeping a car running in order to maintain employment.

At this time, ACCESS has the ability to process up to five (5) checks per month with a total value of \$3,000 at the request of ACHSD for families in need. Ability to do this on a reimbursement basis that may take up to sixty (60) days from date of check issuance.

Include days and hours of operations of your organization in general and for the specific services in your proposal. Also include where services / shelter will be provided.

Administrative hours of operation: Monday – Thursday 8am-5pm

Shelter hours- Sun through Saturday, families have access to their shelter units 24/7.

Describe how your proposal will enhance ADHSD ability to serve families with housing related and self-sufficiency needs.

ACCESS Housing targets families that are homeless or in danger of becoming homeless in the Denver metro area and especially in Adams County. According to the 2015 Point in Time (PIT) study of homeless populations that was conducted by the Metro Denver Homeless Initiative (MDHI), there were over 6,100 homeless persons in the Denver Metro area, 572 were Adams County respondents. Of the 572 Adams County respondents, 357 were families with children. Additionally, 81 Adams County respondents reported job loss as their reason for homelessness, 84 cited high housing costs, and another 64 reported a family or relationship breakup as their cause of homelessness.

In the current economic conditions, Adams County continues to face additional challenges due to the housing market. Rent rates within the county are increasing faster than wages, affordable units are scarce. According to the HUD's 2014 Fair Market Rent calculation, the rent for a two-bedroom unit in Adams County is \$916 per month. The National Low Income Housing Coalition's 'Out of Reach' report indicates that a household needs to earn \$36,623 annually in order to afford a two-bedroom apartment in Adams County. That translates to a single parent working a full-time, year-round position with a wage of \$17.61 per hour.

With high rent rates and low wages, many households will continue to find themselves homeless.

ACCESS Housing provides services that address the short-term and long-term housing needs of the families we serve. The focus of ACCESS Housing is to help ensure self-sufficiency and permanent housing through adult education, life skills training, and homeless prevention services as well as transitional and permanent housing. In 2014, ACCESS Housing emergency and short-term shelter, homeless prevention, transitional housing and other family support services to 1,352 families and we are on track to do the same in 2015. However, for every family ACCESS Housing helps, 20 others are denied services, due to a lack of resources, especially emergency and short-term shelter. Currently there are three non-profits located in Adams County that provide year-round emergency and short-term shelter services: ACCESS Housing, Growing Home and Almost Home. ACCESS Housing provides 24 of the less than 50 beds that are provided by these three agencies. While we cannot increase capacity of our shelter beds at this time, we can increase the amount of services clients can receive thus potentially shortening their length of stay and increasing chance for self-sufficiency sooner.

3. 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 counseling and key staff, 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.

- **Angela Bornemann**, *Executive Director*, nearly 20 years of experience in behavioral health with extensive management experience at the senior and executive level. She has worked with a variety of populations to include homeless individuals, women, families and children. She has significant experience with disabilities related to substance use disorders, co-occurring issues and trauma. As part of her experience, she was very involved with all aspects of non-profit management including training, community education and project management. She will dedicate 5% of her time to the project.
- **Alicia Aguilar**, *Director of Programs*, 14 years of professional experience in case management as well as administering various federal, local and foundation grants including transitional housing services. Ms. Aguilar has been with ACCESS Housing for 9 years and is currently responsible for grant and contract compliance as well as supervision of agency staff. She will dedicate 10% of her time to the project.

- **Sandra Moore**, *Business Manager*, 20 years of accounting and bookkeeping experience working with the Denver Office of Economic Development and has been with the agency for three years. Ms. Moore maintains accountability of the grant funds. She will dedicate 5% of her time to the project.
- **Lindsay Blaum**, *Family Shelter Program Coordinator*, provides program coordination, case management, family advocacy, coordination of on-site short term shelter services. Ms. Blaum has been with the agency for 2 months but possesses over 7 years of experience in working with families and children with special needs. She will dedicate 30% of her time to the project.
- **Diana Alarid**, *Home Again Family Support Program Coordinator*, provides case management, family advocacy and transitional housing supportive services including financial assistance for rent, utility, transportation, medical and education expenses. Ms. Alarid has been with the agency for 5 years. She will dedicate 20% of her time to the project.

4. Fee Schedule:

The offeror shall submit fees on Fee Schedule detailing the specific costs for the proposed project in the format presented in Attachment A. It is expressly understood and agreed that the obligation of the County to make payments to the successful offeror shall only extend to monies appropriated by the County BOCC, and encumbered for the purposes of the awarded agreement from this solicitation.

ATTACHMENT A

Fee Schedule

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)
2013 Contract Period Fees					
Family Support Coordinator	Provides direct case management and advocacy services to TANF eligible families.	30%	\$35,093.00	\$2,400	\$11,248.00
Shelter Program Coordinator and Case	Provides direct case management and advocacy	30%	35,093.00	\$2,400	\$11,248.00

Manager	services to TANF eligible families and coordination of shelter services.				
Business Manager	Assists with rent, deposits, birth certificates, work tools, transportation, medical expenses, etc. and referrals from ACHSD with directives on expenses.	5%	\$47,626.00	\$3,200	\$2,541.00
Director of Programs	Supervises case managers and assists with data collection	10%	\$42,863.00	\$2,900	\$4,576.00
Executive Director	Supervises overall project goals	5%	\$64,350.00	\$4,100	\$3,423.00
2016 Total of Base Expenses					\$33,036
TOTAL BUDGET					
Base Expenses					33,036.00
Contingency Funds with county approval					18,000
Direct Assistance					18,000
GED and Life Skills Materials					6,964.00
Supplies					4,000.00
Total					80,000

5. Comparable Projects:

A detailed description of at least one similar program, providing services described in the Scope of Work. The description should include:

Name, location and budget of the program

Experience providing services described in the Scope of Work

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 (can be appendices)

Annual outcomes produced from the program (five (5) years of outcomes is

strongly suggested)

ACCESS Housing has served TANF eligible families since its inception in 1983 and for at least 12 years as a grantee of the Adams County Human Services Department. In addition to serving TANF eligible families with funding from Adams County Human Services, ACCESS Housing has collaborated with the Colorado Coalition for the Homeless (CCH) and Community Housing Services (CHS) to provide emergency shelter and transitional housing services for homeless families for the past eighteen years. The average case load size is 15 families and we submit all required report and billing forms requested. It has been ACCESS Housing's experience in administering similar grants that advocacy, case management and short-term financial assistance have proven to be critical in preventing homelessness among at risk-families.

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 an agreement for services with Adams County, Colorado, the undersigned offeror hereby certifies that at the time of this certification, offeror does not knowingly employ or contract with an illegal alien who will perform work under the awarded agreement for services and that the offeror 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 awarded agreement.

OFFEROR:

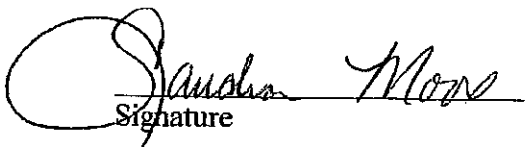
ACCESS HOUSING
of Adams County, Inc.

Company Name

9/21/2015

Date

SANDRA MOORE
Name (Print or Type)


Signature

BUSINESS MANAGER
Title

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



REQUEST FOR PROPOSAL

2015.280
HOUSING
Temporary Assistance for Needy Families (TANF)
Colorado Works Program

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 proposal is hereby submitted.

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

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

Access Housing, Inc.
Company Name

6978 Colorado Blvd.
Address

Commerce City, CO
City, State, Zip Code

Adams
County

303-289-7078 x306
Telephone

angela@acchouse.org
E-mail Address

September 22, 2015
Date

Angela Bornemann
Name and Signature of Authorized Person

Angela Bornemann
Printed Name

Executive Director
Title

303-289-7941
Fax

EXHIBIT A

(All Documents following this page of the Agreement)

Exhibit:

1. RFP 2015.280 Scope of Services

EXHIBIT A
ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
2015.280

HOUSING
Temporary Assistance for Needy Families (TANF)
Colorado Works Program

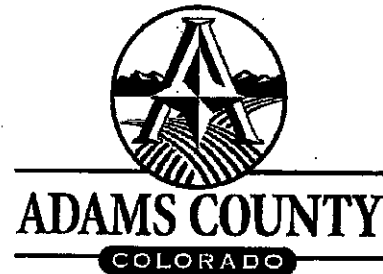
All Documents and Addendums related to this RFP
will be posted on the Rocky Mountain Bid System at:
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>

RFP Issuance Date:
Friday, September 4, 2015

Written questions regarding this RFP will be accepted through
September 10, 2015
by 2:00 p.m.

RFP Opening Date:
September 22, 2015
Time: 4:00 p.m.

Location: Adams County Government Center
Purchasing Division
4430 South Adams County Parkway
Brighton, CO 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 OFFEROR.

GENERAL INSTRUCTIONS

1. Adams County Board of Commissioners (BOCC) through its Purchasing Department is seeking the services of qualified organizations to assist Adams County Government in serving TANF eligible families, who are low-income and in need of services in accordance with the Colorado Works Program Act §§ 26-2-701, et seq., C.R.S. for Adams County Human Services Department (ACHSD). Services for families should provide safety and potential for client growth.
2. **All documents and addendums related to this RFP will be posted on the Rocky Mountain Bid System at:**
<http://www.rockymountainbidsystem.com/Bids/ViewOpenSolicitations.asp>
 - 2.1 Offeror 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.
 - 2.3 Addendums may be issued at any time prior to the time set for receipt of proposals.
3. Written questions relating to RFP 2015.280 must be reduced to writing, and sent to the County's Purchasing Division of Finance to the attention of the Purchasing Agent by e-mail at hellis@adcogov.org until the close of business on or before, September 10, 2015, by 2:00 p.m.
4. **Proposals**
 - 4.1. 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 4:00 p.m., Tuesday, September 22, 2015.
 - 4.2. The RFP opening time shall be according to the County receptionist's clock on the first floor, at this time only the names of the offerors submitting proposals will be read out loud.
 - 4.3. Proposals may be mailed or delivered in person, and **must be in a sealed envelope** clearly labeled with the submitting Company's Name, RFP number, the project name, date and time of the RFP opening.
 - 4.4. No proposal will be accepted after the time and date established, per section 4.1 above, except by written addenda.
 - 4.5. **Format.** Offeror must submit sealed proposal in **one (1) original copy, five (5) unbounded hardcopies**, and a copy on CD formatted as a single .pdf file. Proposal should not exceed **ten (10) pages** for the technical proposal **excluding** the RFP required signed pages, the front and back cover, and appendices, including the fee schedule. Proposal pages should be **single sided**, on 8.5" x 11" size paper, in a single column, and typed with a minimum of twelve (12)-font. Brochures and Appendices can be used, or other supportive documents may be included with the proposal narrative.

- 4.6. The two (2) required signature pages at the end of this document "**OFFEROR'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 "**OFFEROR'S SIGNATURE PAGE**" acknowledging the receipt of addendum(s), if applicable, must be signed and included as part of the proposal packet.
- 4.7. Proposal may not be withdrawn after date and hour set for closing. Failure to enter into an agreement or honor an issued purchase order will be cause for removal of Offeror's name from the County's Vendor's List for a period of twelve (12) months from the date of this RFP opening.
- 4.8. The County reserves the right to shortlist from the submitting Offerors, conduct interviews and/or negotiations.
- 4.9. In submitting the proposal, the Offeror agrees that acceptance of any or all proposals by the Purchasing Division of Finance within a reasonable time or period constitutes an agreement. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 4.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 4.11. The County assumes no responsibility for proposals being either opened early or improperly routed if the envelope is not clearly marked on the outside with the RFP number and solicitation name.
- 4.12. 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 RFP opening time and date. No proposal will be considered above all other proposals by having met the RFP 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.
- 4.13. Proposals must be furnished in the format described in Section 4.5 above. Failure to submit proposal in the format described in Section 4.5 above may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.
- 4.14. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.
- 4.15. 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.

- 4.16. 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:
 - 4.16.1. Any Proposal which does not meet bonding requirements, or,
 - 4.16.2. Proposals which do not furnish the quality, or,
 - 4.16.3. Offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or,
 - 4.16.4. Proposals from Offerors who lack experience or financial responsibility, or,
 - 4.16.5. Proposals which are not made to form.
 - 4.17. The Board of County Commissioners may rescind the award of any proposal within one (1) week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
 - 4.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure any equipment, materials or services.
 - 4.19. If a formal Agreement is required, the Offeror 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.
 - 4.20. Only sealed proposals received by the Purchasing Division of Finance will be accepted; proposals submitted telephone, E-mail, or facsimile machines are not acceptable.
5. Adams County is an equal opportunity employer.
 6. The County ensures that Disadvantaged Business Enterprises will be afforded full opportunity to submit a proposal 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.
 7. **INSURANCE:** The Offeror 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.
 - 7.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)
 - 7.2.2. Personal Injury Protection Per Colorado Statutes
 - 7.3. Workers' Compensation Insurance: Per Colorado Statutes
 - 7.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
 - 7.4.1. Each Occurrence \$1,000,000

- 7.4.2. This insurance requirement applies only to Offeror 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.
- 7.5. The Offeror'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:
- 7.5.1. 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 Offeror.
- 7.5.2. 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.
- 7.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Offeror.
- 7.6. All insurers of the Offeror must be licensed or approved to do business in the State of Colorado. Upon failure of the Offeror to furnish, deliver and/or maintain such insurance as provided herein, the Agreement, 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.
- 7.7. 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.
- 7.8. At any time during the term of the Agreement, the County may require the Offeror to provide proof of the insurance coverage's or policies required under the Agreement.
- 7.9. The Offeror shall not commence work under the agreement until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
- 7.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the RFP or project must appear on the certificate of insurance.
- 7.11. 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.

- 7.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to the County.
- 7.13. 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.
- 7.14. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Offeror.
- 7.15. 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 Division Manager 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, the agreement, 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.
8. Offeror 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.
9. **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 the Agreement (purchase of service agreement) and for the duration thereof:
 - 9.1. 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.
 - 9.2. The Offeror shall not knowingly employ or contract with an illegal alien to perform work under the purchase of service agreement.
 - 9.3. 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 the purchase of service agreement.

- 9.4. At the time of signing the purchase of service agreement, the Offeror has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the purchase of service agreement through participation in either the E-Verify Program or the Department Program.
- 9.5. 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 purchase of service agreement is being performed.
- 9.6. If Offeror obtains actual knowledge that a subcontractor performing work under purchase of service agreement knowingly employs or contracts with an illegal alien, the Offeror shall: notify the subcontractor and the County within three (3) days that the Offeror 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 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.
- 9.7. 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).
- 9.8. If Offeror violates this Section, of the Agreement, the County may terminate the Agreement for breach of contract. If the Agreement is so terminated, the Offeror shall be liable for actual and consequential damages to the County.
10. **COOPERATIVE PURCHASING:** Adams County encourages cooperative purchasing in an effort to assist other agencies to reduce their cost of bidding and to make better use of taxpayer dollars through volume purchasing. Contractor(s) may, at their discretion, agree to extend the prices and/or terms of the resulting award to other state or local government agencies, school districts, or political subdivisions in the event they would have a need for the same product/service. Usage by any entity shall not have a negative impact on Adams County in the current term or in any future terms.

The Contractor(s) must deal directly with any governmental agency concerning the placement of purchase orders/agreements, freight/delivery charges, contractual disputes, invoices, and payments. Adams County shall not be liable for any costs or damages incurred by any other entity.

End General Information

10. STATEMENT AND SCOPE OF SERVICES

Scope of Services:

Adams County Board of Commissioners (BOCC) through its Purchasing Department is seeking the services of qualified organizations to assist Adams County Government in serving TANF eligible families, who are low-income and in need of services in accordance with the Colorado Works Program Act §§ 26-2-701, et seq., C.R.S. for Adams County Human Services Department (ACHSD). Services for families should provide safety and potential for client growth. Hispanic bilingual services required.

Offerors must provide a list of categories of services, and the average number of families/children expected to receive each service for a twelve (12) month period.

Offeror's primary services and responsibilities will include:

- Emergency shelter
- Transitional housing
- Assistance with long-term affordable housing
- Motel voucher assistance
- Utility assistance
- Case management services
- Ability to process checks at the request of ACHSD with funds reimbursed through a potential agreement

Offeror's highly desired services include:

- Clothing assistance
- Food bank assistance
- Child care
- GED classes and financial education
- Job placement services

11. SCOPE OF WORK:

The qualified Offeror program will be fully operational by January 1, 2016, and be required to provide a combination of several, if not all of the following services:

- Provide counseling and demonstrate expertise in housing issues.
- Provide emergency shelter, housing, homeless prevention, and/or transitional housing services for low-income TANF/TANF eligible Adams County families who are homeless, or in danger of homelessness. The Offeror will be responsible to evaluate and refer families that they cannot help to other community agencies' and ACHSD for other services such as LEAP, Food Assistance, and TANF.
- Provide "Direct Assistance" to clients for emergency rent or mortgage needs, initial month's rent and deposits, as well as application fees, credit and background check fees, or other housing related needs; exceptions shall be authorized by ACHSD on an individual case basis.

- Distribute monies out of a "Contingency Fund" to families referred by ACHSD. Prior to distribution the Offeror shall receive written authorization from the ACHSD TANF Contract Section. Contingency monies are for the purpose of housing and family stability, and self-sufficiency needs such as utilities and keeping a car running in order to maintain employment. These funds often go to families with child welfare involvement or other social service related involvement. Families referred under this clause may or may not meet the contractor criteria but are TANF eligible and ACHSD will maintain the verification and file for the case. ACHSD will submit a Contingency form that has pertinent information for the offeror, such as the amount of the payment and the payee, what the payment is for, specific instructions and family identification information and demographic data. The Offeror will route payments to families in a timely manner as agreed upon between the contractor and ACHSD (usually within two business days).
- Have the ability to process up to twenty-five (25) checks per month with a total value of \$25,000 at the request of ACHSD for families in need. Ability to do this on a reimbursement basis that may take up to sixty (60) days from date of check issuance. If this exceeds what your agency can do, provide the amount that your agency can distribute monthly with a sixty (60) day reimbursement period. This amount includes Direct Assistance provided for TANF eligible families at the discretion of the Offeror, and check requests directed by ACHSD.

12. Additional Services:

- Have at least five years history serving low-income families with similar services and understand Adams County community resources and how to access them.
- Understand the TANF federal statutes and regulations, Colorado Works statutes and regulations and abide by Adams County policies and procedures and ethics policy.
- Understand child welfare report requirements.
- Cooperate with Adams County staff and contracted programs and community partners to help families receive services.
- Be responsible for providing outstanding customer service to participants and ACHSD staff. The Offeror shall treat participants from an advocate perspective and philosophy.

- The Offeror will review a criminal background inquiry (CBI) report for negative information, such as a criminal history and discrepancies between what an applicant claims and what is reported by schools, prior employers and other pertinent parties for all staff assigned to this project. 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 public, the County, fellow employees, and families 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 in the prior five (5) year's, a nationwide CBI should be conducted.
- Provide adequate office space, meeting space, computer, printer, access to copying, file cabinets, direct telephone lines and telephones, direct fax line and fax machine, postage, and electronic mail access. This cost must be included in the total cost of this program.

13. RESPONSIBILITIES OF THE COUNTY

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

14. REPORTS

The Offeror will be responsible for submitting and coordinating with the County Project Manager monthly reports summarizing the services provided to families and outcome data. Reports shall include, but not be limited to:

- The number of families served and types of services provided including number of families and individuals served with safe housing and the number of nights of safe housing
- The number of hours of individual counseling and or education provided
- The number of hours of group counseling and or education provided
- Information on rental assistance or other assistance provided, including client names, Social Security numbers, and dates of service
- All reporting formats, due dates, and content shall be designated or approved by the County Project Manager

15. 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.

16. TERM OF THE AGREEMENT:

The term of the contract is one (1) year from date of award or the Effective Date, whichever is later. The County reserves the right to extend the term of the services for the period specified in Statement of Services. The County may extend the term of the agreement, in two (2), one (1) year increments, by written notice to the Offeror by the expiration date of the agreement or within 30 days after funds are made available for exercising the option, whichever is later.

17. 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.

18. 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.

19. 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.

20. 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 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.

21. DISCLOSURE-LIABILITY

Disclosure of County records or other confidential information by Offeror for any reason may be cause 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.

22. 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.

23. FEE SCHEDULE

The Offeror must submit fees in the format of the **Fee Schedule (Attachment A)** for the initial year of the award, and two (2) option years. A separate Fee Schedule should be provided for each year. The Offeror's fees for the options years will be used for evaluation and award consideration.

24. CONFLICT OF INTEREST:

The Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services being required under the solicitation.

25. INDEPENDENT OFFEROR:

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 agreement, liability or understanding, except as expressly set forth in the agreement. Offeror 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.

26. NONDISCRIMINATION:

The Offeror 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 Offeror 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. The County is an equal opportunity employer.

The Offeror will cause the foregoing provisions to be inserted in all subcontracts for any work covered by the 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.

27. SUPPLEMENTAL FEDERAL PROVISIONS- (FFATA)
(Section following this page)

State of Colorado Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders Subject to The Federal Funding Accountability and Transparency Act of 2006 (FFATA), As Amended Revised as of 3-20-13

The contract, grant, or purchase order to which these Supplemental Provisions are attached has been funded, in whole or in part, with an Award of 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. Grants;
- 1.1.2. Contracts;
- 1.1.3. 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. 3710);
- 1.1.4. Loans;
- 1.1.5. Loan Guarantees;
- 1.1.6. Subsidies;
- 1.1.7. Insurance;
- 1.1.8. Food commodities;
- 1.1.9. Direct appropriations;
- 1.1.10. Assessed and voluntary contributions; and
- 1.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.

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 award classified for security purposes; 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 (Public Law 111-5).

1.2. "Contract" means the contract to which these Supplemental Provisions are attached and includes all Award types in §1.1.1 through 1.1.11 above.

1.3. Contractor" means the party or parties to a Contract funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes grantees, subgrantees, Subrecipients, and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.

- 1.4. **Data Universal Numbering System (DUNS) Number**” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to to uniquely identify a business entity. Dun and Bradstreet’ website may be found at: <http://fedgov.dnb.com/webform>.
- 1.5. **“Entity”** means all of the following as defined at 2 CFR part 25, subpart C;
- 1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
 - 1.5.2. A foreign public entity;
 - 1.5.3. A domestic or foreign non-profit organization;
 - 1.5.4. A domestic or foreign for-profit organization; and
 - 1.5.5. A Federal agency, but only a Subrecipient under an Award or Subaward to a non-Federal entity.
- 1.6. **“Executive”** means an officer, managing partner or any other employee in a management position.
- 1.7. **“Federal Award Identification Number (FAIN)”** means an Award number assigned by a Federal agency to a Prime Recipient.
- 1.8. **“FFATA”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 1.9. **“Prime Recipient”** means a Colorado State agency or institution of higher education that receives an Award.
- 1.10. **“Subaward”** means a legal instrument pursuant to which a Prime Recipient of Award funds awards all or a portion of such funds to a Subrecipient, in exchange for the Subrecipient’s performance of all or any portion of the substantive project or program for which the Award was granted.
- 1.11. **Subrecipient”** means a non-Federal Entity (or a Federal agency under an Award or Subaward to 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.
- 1.12. **“Subrecipient Parent DUNS Number”** means the subrecipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the subrecipient’s System for Award Management (SAM) profile, if applicable.
- 1.13. **“Supplemental Provisions”** means these Supplemental Provisions for Federally Funded Contracts, Grants, and Purchase Orders subject to the Federal Funding Accountability and Transparency Act 2006, As Amended, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institution of higher education.

- 1.14. **“System for Award Management (SAM)”** means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
 - 1.15. **“Total Compensation”** means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
 - 1.15.1. Salary and bonus;
 - 1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar 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;
 - 1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 1.15.4. Change in present value of defined benefit and actuarial pension plans;
 - 1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
 - 1.16. **“Transparency Act”** means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
 - 1.17. **“Vendor”** means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.
2. **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.
3. **System for Award Management (SAM) and Data Universal Numbering System (DUNS) Requirements.**
- 3.1. **SAM.** Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
 - 3.2. **DUNS.** – Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor’s information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor’s information.

- 4. Total Compensation.** Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
- 4.1. The total Federal funding authorized to date under this award is \$25,000 or more; and
 - 4.2. **In the preceding fiscal year, Contractor received:**
 - 4.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and
 - 4.3. 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.
- 5. Reporting.** Contractor shall report data elements to SAM and to the Prime Recipient as required in §7 below if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in §7 below 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, as provided in §2 above. The Colorado Office of the State Controller will provide summaries of revised OMB reporting requirements at <http://www.colorado.gov/dpa/dfp/sco/FFATA.htm>.
- 6. Effective Date and Dollar Threshold for Reporting.** The effective date of these Supplemental Provisions apply to new Awards as of October 1, 2010. Reporting requirements in §7 below apply to new Awards 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 shall continue to be subject to the reporting requirements.
- 7. Subrecipient Reporting Requirements.** If Contractor is a Subrecipient, Contractor shall report as set forth below.
- 7.1 **ToSAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Subaward was made:

- 7.1.1 Subrecipient DUNS Number;
- 7.1.2 Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) Account;
- 7.1.3 Subrecipient Parent DUNS Number;
- 7.1.4 Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 7.1.5 Subrecipient top 5 highly compensated Executives if the criteria in §4 above are met;
and
- 7.1.6 Subrecipient Total Compensation of top 5 highly compensated Executives if criteria in §4 met.

7.2 To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Contract, the following data elements:

- 7.2.1 Subrecipient's DUNS Number as registered in SAM.
- 7.2.2 Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

8. Exemptions.

- 8.1 These Supplemental Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 8.2 A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 8.3 Effective October 1, 2010, "Award" currently means a grant, cooperative agreement, or other arrangement as defined in Section 1.1 of these Special Provisions. On future dates "Award" may include other items to be specified by OMB in policy memoranda available at the OMB Web site; Award also will include other types of Awards subject to the Transparency Act.
- 8.4 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 Contract and Adams County may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30 day notice period. This remedy will be in addition to any other remedy available to the Adams County under the Contract, at law or in equity.