

**ADAMS COUNTY
PROFESSIONAL SERVICE AGREEMENT FOR
CULTURAL AWARENESS AND SENSITIVITY TRAINING SERVICES (2016.031)**

THIS AGREEMENT ("Agreement") is made this 21 day of March 2017, 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 Denver Indian Family Resource Center, located at 7596 West Jewell Avenue, Suite 305, Lakewood, Colorado 80232, 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 2016.031 and the Contractor's response to the RFP 2016.031 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.

3. TERM:

- 3.1. Term of Agreement: The Term of this Agreement shall be for one year from the date of execution.
- 3.2. Renewal Option: The County, at its sole option, may offer to renew this Agreement as necessary for up to two, one year renewals providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such renewals 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, the sum of One Hundred Twenty-nine Thousand, Fifty Dollars and No Cents (\$129,050.00).

- 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:**

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

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

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

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

8.1. **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

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 the 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 or policies required under this Agreement.

9. DAMAGES ARISING FROM BREACH OF PERFORMANCE OBLIGATIONS

9.1. Notwithstanding anything else set forth in this Agreement, if Contractor fails to comply with all terms of this contract, including but not limited to, its obligation to perform its work in a workmanlike manner in accordance with all codes, plans, specifications and industry standards, Contractor shall be liable to County for all damages arising from the breach, including but not limited to, all attorney fees, costs and other damages.

10. WARRANTY:

10.1. The Contractor warrants and guarantees to the County that all work, equipment, and materials 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.

11. TERMINATION:

- 11.1. 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.
- 11.2. 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.

12. MUTUAL UNDERSTANDINGS:

- 12.1. Jurisdiction and Venue: The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with Adams County, Colorado.
- 12.2. 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. The Contractor warrants that it is in compliance with the residency requirements in §§ 8-17.5-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- 12.3. 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.
- 12.4. 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.
- 12.5. 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.

- 12.6. 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.
- 12.7. 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.
- 12.8. Notice: Any notices given under this Agreement are deemed to have been received and to be effective: 1) Three (3) days after the same shall have been mailed by certified mail, return receipt requested; 2) Immediately upon hand delivery; or 3) Immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

Department: Adams County Human Resources
Contact: Sean Lipsey
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6096
E-mail: slipsey@adcogov.org

Department: Adams County Purchasing
Contact: Anna Forristall
Address: 4430 South Adams County Parkway
City, State, Zip: Brighton, Colorado 80601
Phone: 720-523-6297
E-mail: aforristall@adcogov.org

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

Contractor: Denver Indian Family Resource Center
Contact: Dennis Swain
Address: 7596 West Jewell Avenue, Suite 305
City, State, Zip: Lakewood, Colorado 80232
Phone: 720-500-1020 ext 9
E-mail: dswain@difrc.org

- 12.9. 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.
- 12.10. 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.

- 12.11. 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.
- 12.12. Confidentiality: All documentation related to this Agreement will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act, C.R.S. 24-72-201 *et seq.* ("CORA"). The County does not guarantee the confidentiality of any records.

13. AMENDMENTS, CHANGE ORDERS OR EXTENSIONS:

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

14. 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:

- 14.1. 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.
- 14.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 14.3. 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.
- 14.4. 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.

- 14.5. 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.
- 14.6. If the Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to the previous paragraph, the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if during such three (3) days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
- 14.7. 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).
- 14.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

The remainder of this page is left blank intentionally.

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

BOARD OF COUNTY COMMISSIONERS

[Signature] Chair 03-21-17 Date

DENVER INDIAN FAMILY RESOURCE CENTER

[Signature] Signature 3/17/17 Date

Dennis Swain Printed Name Executive Director Title

ATTEST:

Stan Martin, Clerk and Recorder [Signature]
Deputy Clerk

Approved as to Form: [Signature]
Adams County Attorney's Office

NOTARIZATION OF CONTRACTOR'S SIGNATURE:

COUNTY OF Jefferson

STATE OF Colorado)SS.

Signed and sworn to before me this 17 day of March, 2017,

by Ceriss Blackwood

[Signature]
Notary Public

CERISS BLACKWOOD
Notary Public
State of Colorado
Notary ID # 20174001605
My Commission Expires 01-11-2021

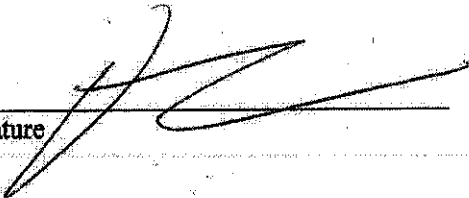
My commission expires on: 1-11-2021

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:

Denver Indian Family Resource Ctr. 3/12/17
Company Name Date


Signature

D. Smith
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

**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
RFP-AF-2016-031**

**CULTURAL AWARENESS and
SENSITIVITY TRAINING
Addendum #1**

**All documents and addenda related to this RFP
will be posted on the Rocky Mountain Bid System at:
<http://www.bidnetdirect.com/colorado/solicitations/open-bids>**

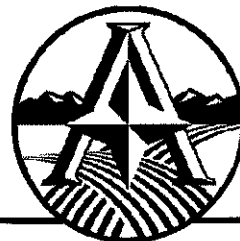
Solicitation Release Date: September 23, 2016

**Written questions regarding this RFP will be accepted through
October 6, 2016**

**An Addendum to answer vendor submitted questions will be issued no later
than October 13, 2016**

**Proposal Opening Date: October 20, 2016
Time: 2:00 pm**

**Location: Adams County Government Center
4430 South Adams County Parkway
Brighton, CO 80601**



ADAMS COUNTY
COLORADO

ADDENDUM #1

The purpose of this addendum is to answer vendor submitted questions for RFP-AF-2016-031 Cultural Awareness and Sensitivity Training.

1. Can the class size be modified/reduced from 40-40 at a time as this is a relatively large number for the topic at hand?

A) Yes, we can modify the classes, especially if you have recommendations on effective class sizes.

2. Can a vendor require a set of pre-work (reading or other activities) prior to the classroom portion?

A) We would be open to this, depending on the length of time and activities required.

3. The curriculum that needs to be provided, is this a sample of our work or are you wanting the proposed curriculum for this project?

A) A sample of the work you already perform that would fit our requirements or that you think would be appropriate.

4. Is there any way to get program outcome data that highlights the specific disparities you are targeting through this RFP?

A) We don't have any data per se, however, I can tell you that we have had numerous EEOC complaints regarding race and promotional opportunities. This can be further discussed after award of this project.

5. Is there any demographic information available for the 800 employees?

A) Here is some information that may be helpful:

Female-86%

Male-14%

Under the age of 40-44%

Over the age of 40-56%

American Indian-0.5%

Asian or Pacific Islander-2%

Black-6%

Hispanic-38%

2 or More-1%

Unknown-4%

White-47%

6. Is there a budget cap on the proposal?

A) The budget for this project has not been finalized.

The Proposal due date and time shall remain October 20, 2016 at 2:00 p.m.

To respond in person: Adams County Government Center, 4430 South Adams County Parkway, First Floor Central Entrance Reception Desk, Brighton, Colorado 80601.

To respond via mail: Adams County Government Center, 4430 South Adams County Parkway, 4th Floor, Suite C4000C, Brighton, Colorado 80601.

Please incorporate this information into your RFP response.

End of Addendum #1

**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL
RFP-AF-2016-031**

**CULTURAL AWARENESS and
SENSITIVITY TRAINING**

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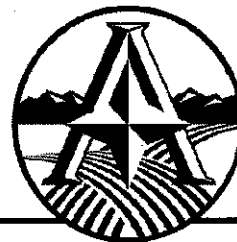
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Time: 2:00 pm**

**Location: Adams County Government Center
4430 South Adams County Parkway
4th Floor, C4000A
Brighton, CO 80601**



ADAMS COUNTY
COLORADO

GENERAL INSTRUCTIONS

1. The Adams County Board of Commissioners by and through its Purchasing Division of the Finance Department is accepting proposals from qualified vendors to obtain a training course for the Human Services Department in Cultural Awareness and Sensitivity Training. Adams County is seeking an experienced vendor to provide a training program and consulting services for all employees that will provide a basis for working better with diverse individuals in the workplace and in the community.
2. **All documents related to this RFP will be posted on the Rocky Mountain Bid System at: <http://www.bidnetdirect.com/colorado/solicitations/open-bids>**
 - 2.1. Interested parties must register with this service to receive these documents.
 - 2.2. This service is offered free or with an annual fee for automatic notification services.
3. Written questions may be submitted through October 6, 2016. All questions are to be submitted to Anna Forristall, Contract Administrator by email at aforristall@adcogov.org
4. An Addendum to answer all questions will be issued no later than October 13, 2016.
5. Proposals
 - 5.1. Sealed proposals for consideration will be received at the office of the Purchasing Division of the Finance Department at the Adams County Government Center, Central Entrance Reception Desk, 4430 South Adams County Parkway, Brighton, Colorado 80601, up to 2:00 p.m. on October 20, 2016.
 - 5.2. The proposal opening time shall be according to our clock.
 - 5.3. Proposals will be publicly opened and the names of the companies submitting proposals will be read aloud.
 - 5.4. Proposals may be mailed or delivered in person and **must be** in a sealed envelope clearly labeled with Company Name, Proposal Number and Project Title.
 - 5.5. No proposals will be accepted after the due date and time established above except by written addendum.
 - 5.6. The proposal must be submitted on a CD or Thumb Drive in a single PDF file. One set of brochures or other supportive documents may be included with the proposal narrative.
 - 5.7. The two proposal signature pages "**CONTRACTOR'S CERTIFICATION OF COMPLIANCE**" pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et*.

seq., as amended 5/13/08, and the “**PROPOSAL FORM**” acknowledging the receipt of addendum(s) must be signed. These are the **last two pages of the RFP**.

- 5.8. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of supplier's name from the Vendor's List for a period of twelve (12) months from the date of this opening.
- 5.9. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Division.
- 5.10. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.
- 5.11. The County assumes no responsibility for a proposal being either opened early or improperly routed if the envelope is not clearly marked on the outside:

**CULTURAL AWARENESS and SENSITIVITY TRAINING
RFP-AF-2016-031**

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

- 5.16.4. Proposals from offerors who lack experience or financial responsibility, or,
5.16.5. Proposals which are not made to form.
- 5.17. The Board of County Commissioners may rescind the award of any proposal within one week thereof or at its next regularly scheduled meeting; whichever is later, when the public interest will be served thereby.
- 5.18. Issuance of this solicitation does not commit the County to award any Agreement or to procure or Agreement for any equipment, materials or services.
- 5.19. If a formal Agreement is required, the Contractor agrees and understands that a Notice of Award does not constitute an Agreement or create a property interest of any nature until an Agreement is signed by the Awardee and the Board of County Commissioners and/or their authorized designee.
- 5.20. Only sealed proposals received by the Purchasing Division of the Finance Department will be accepted; proposals submitted telephone, email, or facsimile machines are not acceptable.
- 5.21. All documentation submitted in response to this solicitation will become the property of Adams County. All documentation maintained or kept by Adams County shall be subject to the Colorado Open Records Act. C.R.S. 24-72-201 *et. seq.* ("CORA"). Accordingly, respondents are discouraged from providing information that they consider confidential, privileged, and/or trade secrets as part of a response to this solicitation. Any portions of submissions that are reasonably considered confidential should be clearly marked. The County does not guarantee the confidentiality of any records.
6. Adams County is an equal opportunity employer.
7. The County ensures that disadvantaged business enterprises will be afforded full opportunity to submit bids in response to all invitations and will not be discriminated against on the grounds of race, color, national origin, age, gender, or disability in consideration for an award.
8. **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.

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

- 9.1. Commercial General Liability Insurance: to include products liability, completed operations, contractual, broad form property damage and personal injury.
 - 9.1.1. Each Occurrence \$1,000,000
 - 9.1.2. General Aggregate \$2,000,000

- 9.2. Comprehensive Automobile Liability Insurance: to include all motor vehicles owned, hired, leased, or borrowed.
 - 9.2.1. Bodily Injury/Property Damage \$1,000,000 (each accident)
 - 9.2.2. Personal Injury Protection Per Colorado Statutes

- 9.3. Workers' Compensation Insurance: Per Colorado Statutes

- 9.4. Professional Liability Insurance: to include coverage for damages or claims for damages arising out of the rendering, or failure to render, any professional services.
 - 9.4.1. Each Occurrence \$1,000,000
 - 9.4.2. 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.

- 9.5. The Contractor's commercial general liability, and comprehensive automobile liability insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured," and shall include the following provisions:
 - 9.5.1. 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.
 - 9.5.2. 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.
 - 9.5.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

- 9.6. All insurers of the Contractor must be licensed or approved to do business in the State of Colorado. Upon failure of the Contractor to furnish, deliver and/or maintain such insurance as provided herein, this Agreement, at the election of the County, may be immediately declared suspended, discontinued, or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

- 9.7. 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.
 - 9.8. At any time during the term of this Agreement, the County may require the Contractor to provide proof of the insurance coverage's or policies required under this Agreement.
 - 9.9. The Contractor shall not commence work under this contract until they have submitted to the County and received approval thereof, certificates of insurance showing that they have complied with the foregoing insurance.
 - 9.10. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.
 - 9.11. 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.
 - 9.12. The clause entitled "Other Insurance Provisions" contained in any policy including the County as an additional insured shall not apply to The County.
 - 9.13. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated.
10. 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. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08: Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended 5/13/08, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:
 - 11.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

- 11.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.3. The Contractor shall not enter into a contract with a subcontractor that fails to certify to the Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.
- 11.4. 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.
- 11.5. The Contractor shall not use either the E-Verify Program or the Department Program procedures to undertake pre-employment screening of job applicants while this public contract for services is being performed.
- 11.6. 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.
- 11.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 11.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

End of General Information

The remainder of this page is left blank intentionally.

12. STATEMENT OF WORK

12.1 Background: Adams County Human Services Department (ACHSD) has multiple locations throughout the County and currently employs approximately 800 employees. ACHSD has a diverse group of employees that work with each other on a daily basis, and over the past couple of years, the need to increase our understanding of working with diverse individuals in the workplace has become apparent. Not only do we seek to understand how to work with each other better, but ACHSD has a diverse group of clients that we serve on a daily basis. There is a critical need for professionals who can demonstrate empathy and to affirm the individual identities and cultural affinities of constituent groups while providing our services.

Historically, efforts to advance equity, diversity, and inclusion throughout the ACHSD enterprise have been seen as secondary to the main mission of transforming lives. The ACHSD senior leadership vision requires increased capacity to assist decision makers throughout the department to better draw on the strengths and wisdom of a workforce that reflects the population we serve. ACHSD is embedding diversity, resiliency and continuous improvement principles into our 2016 Strategic Plan and this training opportunity falls into these categories as well as into the Adams County goal of creating a bias-free organization.

Currently, Adams County does not have a cultural awareness training in-house, and we do not have the resources or the talent to teach such an important and sensitive topic. In order for Human Services to move to the next level of employment decisions, and to respond to County employees' need for diversity and sensitivity training, we would like to have a vendor come in-house to train our employees.

12.2 Scope of Services:

- Ability to train groups of 40-50 employees at a time.
- Ability to cater training classes to the specific needs of Adams County.
- Ability to possibly provide additional consultation services or cultural assessments before or after training classes are completed.
- Ability to train on-site at the Adams County Government Center, 4430 South Adams County Parkway, Brighton CO 80601.
- Ability to train specifically to Diversity in the Workplace as well as Sensitivity to Diversity in the community.
- Three years of training experience, preferably with the public sector.

13. SUPPORTING DOCUMENTATION:

Please provide the following with your proposal:

- The prices in your Proposal Form **MUST** reflect all costs associated with this project (mileage, training materials, books, etc.)

- Provide your current class description and highlight the similarities between your course and our class description. If the suggested length of time per class is different than your course, please include this information in your response.
- Provide three (3) references – Vendors shall furnish the names, addresses and telephone numbers for a minimum of three (3) firms or governmental organizations (for which the vendor is currently furnishing or has, in the past, completed training).
- Curriculum
- Delivery methods of training, i.e., classroom, webinars, on-line

14. TYPES OF TRAINING/CONSULTATION SERVICES:

Cultural Diversity/Cultural Awareness

- 2- 4 hours
- Identifying creative solutions to internal challenges through diversity
- Increasing cross-cultural effectiveness
- Trust-building among diverse colleagues, stakeholders, and constituents
- Demonstrating social justice, racial equity, and inclusion excellence through outstanding service that regards “barriers” as moveable
- Transformational performance that drives talent outcomes through meaningful employee, supervisor and leadership dialogues
- Increased opportunities for professional development, contribution, engagement, recognition, promotion, and retention based on including the principles of equity, diversity and inclusion
- Increased team cohesiveness based on trust, effective conflict resolution, accountability, commitment, and goal accomplishment
- Please provide your cost on the Proposal form

Cultural Sensitivity

- 2-4 hours
- How culture affects us
- Working effectively across cultures – bridging cultural gaps
- Stereotyping and judgments – moving past prejudice and discrimination
- Learning to include and leverage the perspectives of our diverse customers
- Increasing cross-cultural effectiveness
- How do I respond when...?
- Working across language barriers
- Listening across language barriers
- Please provide your cost on the Proposal form

Consultation Services

- Before or after consultation services for Adams County Human Services
 - Agency cultural assessment and analysis
- Please provide your cost on the Proposal form

15. TRAINING LOCATION:

Training classes shall be held at the following location:

Adams County Government Center
4430 South Adams County Parkway
Brighton, CO 80601

16. SELECTION

16.1 Evaluation Criteria

Proposals shall be evaluated using the following criteria:

	Evaluation Criteria
1.	Training Topic/Flexibility <ul style="list-style-type: none">• Extent to which the proposed training meets the RFP's requirements
2.	Fees/Pricing Schedule
3.	Experience/Qualifications/References <ul style="list-style-type: none">• Previous Trainings (number and size) preferably with other governmental entities• Qualifications of Organization• References
4.	Quality of Proposal <ul style="list-style-type: none">• All required information was submitted
5.	Ability to provide consultation services

End Statement of Work

The remainder of this page is left blank intentionally.

Submittal Checklist

- Vendor Information Form
- W-9
- Contractor's Certification of Compliance (Signature Required)
- Proposal Form/Contractor's Statement (Signature Required)
- Three (3) references for projects of similar size and scope
- One (1) marked ORIGINAL proposal and ten (10) paper copies
- One (1) CD or Thumb Drive of submitted proposal in a single PDF file

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:

Company Name

Date

Name (Print or Type)

Signature

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



**PROPOSAL FORM
CULTURAL AWARENESS and SENSITIVITY TRAINING RFP-AF-2016-031**

CONTRACTOR'S STATEMENT

I have read and fully understand all terms and conditions and Statement of Work 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.

SERVICE	Delivery Method	Min No. of Participants	Max No. of Participants	COST
Cultural Diversity/Cultural Awareness in the Workplace				\$
Cultural Sensitivity Training				\$
Consultation Services				\$

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addendum # _____ Addendum # _____ Addendum # _____ If None, Please write NONE.

_____	_____
Company Name	Date
_____	_____
Address	Signature
_____	_____
City, State, Zip Code	Printed Name
_____	_____
County	Title
_____	_____
Telephone	Fax
_____	_____
Email Address	_____

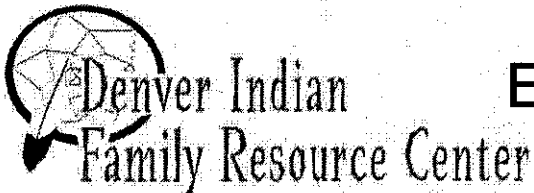


EXHIBIT A

10/6/16

Adams County Government Center
4430 South Adams County Parkway
4th Floor, C4000A
Brighton, CO 80601

RE: Formal proposal
CULTURAL AWARENESS and SENSITIVITY TRAINING
RFP-AF-2016-031

To whom it may concern:

Please find the enclosed proposal for the Cultural Awareness and Sensitivity Training request. Denver Indian Family Resource Center is excited about the opportunity to submit a proposal that focuses on a training we believe supports the fundamental values of the human services profession that includes respecting the dignity and welfare of all people; promoting self-determination; honoring cultural diversity; advocating for social justice; and acting with integrity, honesty, genuineness, and objectivity.

We believe that you will find our proposal clearly aligns with your efforts to advance equity, diversity, and inclusion. Furthermore, we understand that the current climate of the nation has focused on issues regarding all these topics. We believe that our training curriculum offers space for all participants to have a safe, facilitated space to discuss sensitive topics while being supported in the areas of healthy racial and ethnic identity and cultural humility. Our sessions also provides support around the definitions of historical trauma, engaging communities that have experienced trauma, and learning positive cultural interactions in the work place.

Please feel free to contact me if you have any additional questions or information you might need. We look forward to hearing from you.

Respectfully,

A handwritten signature in black ink, appearing to read "Dennis Swain", written over a horizontal line.

Dennis Swain
Executive Director

INTRODUCTION

Many agencies and institutions have spent countless hours and resources directed towards teaching their staff/employees about other people's cultures and hoping that by learning about other people's culture this would result in a positive consumer interaction. Most often, agencies and institutions have assessed their need for a "cultural" training based on statistics identifying disproportionate outcomes, consumer feedback, or possibly internal human resource concerns. Most agencies view "cultural" trainings as a one-time workshop. There are very few agencies that develop a strategic plan around institutional cultural change. The underlying question becomes "Has the institution/agency begun to identify their own agency culture?" Institutional/agency cultural change can occur through a deliberate process of:

1. Strengthening the core foundation of an institutions policies and practices,
2. Building a system that supports worker self-awareness,
3. Developing employees into culturally-aware professionals (using cultural humility) with adequate consultation and trainings,
4. Continually supporting the development of the work staff using a cultural-humility lens, and
5. Providing consistent feedback and communication with the community the institution serves.

The current RFP outlines the topic "Cultural Awareness and Sensitivity Training;" however, we believe that there is a distinct difference between cultural competence/awareness and cultural humility. We have learned through our anecdotal experience that you can educate a person about another individual's or community's culture, but if there is no behavior change then the general results in the relationship will have minimal change. Our approach of training *Cultural Humility* and *Engaging Communities of Trauma* provides a definition that includes learning about another culture, understanding your own bias, and then identifying ways to change your own behavior to positively support a relationship change with that particular culture. By keeping the focus of the work on the individual employee and strengthening their own understanding of culture, a foundation of cultural understanding is fostered that supports growth in all other cultural humility areas. Allowing space to develop, create, and practice cultural humility will support all of these steps to institutional cultural change. The centerpiece of institutional support around cultural humility is to provide an environment where employees can continuously self-evaluate and reflect. Andrew J.S. Howie stated, "In the context of health care, the term 'cultural humility' denotes an attitude of appropriate respect by a health professional toward the culture of her clients or patients, where this differs from her own."

The *Cultural Humility* and *Engaging Communities of Trauma* curricula identify approaches to how an individual or institution can strategically plan purposeful work in regards to individual and institutional cultural humility. Each approach is an enriched process specifically to take into account institutional development, possible financial restraints of an institution, institutional need, and staffing needs. Each individual process connects to the other pieces using common theme approaches and definitions while utilizing participant self-experience/reflection.

APPROACH

This training series has three separate approaches to working with institutions and employees around the complex discussions of *Cultural Humility* and *Engaging Communities of Trauma*. The different approaches are:

- **In-person class**
- **Agency cultural assessment**
- **Consultation service**

Each approach establishes a baseline of “word use” and “definitions” to develop a more concise focus on the specific topic. Each approach is built as a stand-alone model or process, but also can be used as additional supplements to one another. Studies have shown when an individual learns a process of information, having more than one approach improves the person’s ability to retain the information and make a changed behavior or practice. It is recommended that, when utilizing multiple approaches, there be a plan developed to purposely use targeted timeframes for optimal outcomes.

In-Person Class (*maximum capacity: 40-50 people*)

The in-person class provides an opportunity for participants to experience a more interactive approach to the following subject areas: culture, self-identification, racial and ethnic equity, history perspective, and positive community engagement. The class alternates between educational sections, class interaction, and group activities. All portions of the in-person class are developed with a strength-based approach to involve the participant in robust, meaningful dialogue. The class can be offered as half-day sessions (3 - 4 hours) for either the *Cultural Humility* or *Engaging Communities of Trauma* portions or a full-day session (7.5 - 8 hours) that combines both segments. A maximum of 50 employees is recommended to ensure

Cultural Humility Class Description

The Cultural Humility curriculum provides an educational process to developing definitional framework regarding individual and institutional culture, race, and ethnicity. Activities and discussions focus on self-identification, understanding individual biases, and identifying how individual and institutional culture affect one another. We will take common themes regarding cultural values and enhance the development of each individual by self-reflection, positive proactive cultural messaging, and building capacity of cultural awareness. We believe that understanding how your own culture and biases are perceived by others will help support employees in how they identify potential self-behavior changes and practices. Building a foundation for staff to understand a process using the same definitions help staff start to develop the idea of how they fit within the institutions culture and how they interact with each other. A staff that has the same basic understanding and definition for any subject begins to build a stronger relationship and trust as a team and with constituents. The class will specifically discuss what is culture, identifying one’s own culture, and how do you incorporate cultural humility.

Cultural humility addresses the ideology of cultural sensitivity by teaching and supporting employees to use the worldview process when engaging with other staff and communities. This means understanding

and taking time to process different possible perceptions and understanding that any one person's perception is their own individual truth and appears real to them. We believe that practice in understanding multiple viewpoints helps support each employee's positive cultural humility process. This allows individual workers to better identify cultural barriers and problem-solve using alternative viewpoints.

The curriculum will focus on these three components:

- **Group discussions:** society awareness regarding individual and institutional culture, mainstream communication, social justice, race and ethnicity, and self-cultural identification.
- **Activities:** identifying & defining different types of cultures, race history timeline
- **Education:** will focus around definition of culture, self-identification, and "support stilts" that participants can continuously build upon for growth.

Upon completion of the *Cultural Humility* in-person class, participants will have a clear process for how to identify their own culture using reflection of racial and ethnic identity, identifying their own historical information, and developing plans to practice cultural humility.

Sample Draft Agenda for the *Cultural Humility* In-Person Class

Time	Activity Description
8:30 - 8:45 a.m.	Introduction and “Getting to Know YOU” activity
8:45 - 10:00 a.m.	<p>What is “Culture”?</p> <ul style="list-style-type: none"> • Educational section of defining “culture” • Group activity identifying different types of culture • Discussion on how individual cultures could affect or be affected by institutional culture • Self-cultural identification
10:00 - 10:10 a.m.	BREAK
10:10 - 11:00 a.m.	<p>Historical discussion on race and ethnicity – how does diversity support individual strength and what are some of the barriers</p> <ul style="list-style-type: none"> • Educational session on the terms “race” and “ethnicity” • Group activity identifying race history timeline and how it plays a role in institutions regarding barriers towards self-development • Discussion on how individual cultures and institutional culture affect each other
11:00 - 11:10 a.m.	BREAK
11:10 a.m. - 12:15 p.m.	<p>Differences between “cultural humility” and “cultural competence”</p> <ul style="list-style-type: none"> • Educational session on defined differences • Identifying support stilts for each individual on their path to positive cultural humility • Developing improved skills for cultural conflicts
12:15 - 12:30 p.m.	Summary, closing, and evaluations

Engaging Communities of Trauma Class Description

Our *Engaging Communities of Trauma* in-person class matches the RFP's desired outcomes pertaining to Cultural Sensitivity by demonstrating an understanding around cultural gaps, individual trauma, historical trauma, and cultural communications. Each section mixes a variety of education and skills around identifying bias and stereotypes, while emphasizing racial equity and social justice. The content of the discussions has components that help individuals identify their own limitations to serving communities or working with co-workers by identifying what trauma looks like for themselves. This session also discusses how multiple and complex traumatic experiences can have an impact on brain development. We will discuss prejudice (pre-judgment) through a process of supporting their specific needs versus using a standard deficit model. The process allows participants to identify self-barriers and how they interact within an institutional culture or community. We will also discuss how historical trauma can affect how families and co-workers react to an employee who is from a different culture. This session provides common language and themes to help participants identify professional development needs associated to working with other cultures, how to process barriers such as language, and institutional limitations.

- Group discussions: understanding cultural gaps, individual trauma
- Activities: identifying own trauma timeline and/or identifying potential historical trauma timeline
- Education: definitions of trauma, how the brain development can be impacted by trauma, cross-cultural considerations

Upon completion of the *Engaging Communities of Trauma* in-person class, participants should have a clear understanding of how their response to previous traumas can potentially affect their work and communications with others. Participants will also be able to identify new ways to understand historical trauma and how to better navigate respect, communication, and potential prejudice in the workplace and in the community.

Sample Draft Agenda for the *Engaging Communities of Trauma* In-Person Training

Time	Activity description
8:30 - 8:45 a.m.	Introduction to agenda
8:45 - 10:00 a.m.	What is trauma? <ul style="list-style-type: none"> • Includes educational section of defining common language • Group activity creating historical trauma timeline
10:00 - 10:10 a.m.	BREAK
10:10 - 11:00 a.m.	Historical Trauma (Part One) <ul style="list-style-type: none"> • Includes short educational discussion on brain development • Group activity on traumatic events, history, and community response
11:00 - 11:10 a.m.	BREAK
11:10 a.m. - 12:15 p.m.	Historical Trauma (Part Two) <ul style="list-style-type: none"> • Educational discussion on “What I need to know to when working with co-workers or engaging with communities of trauma” • Identifying support stilts for each individual on their path to positive cross cultural effectiveness • Overcoming barriers
12:15 - 12:30 p.m.	Group activity: dominos (learning how to engage different cultures and individuals with trauma) Summary, closing, and evaluations

Agency Cultural Assessment

The *Agency Cultural Assessment* is an overall assessment of the organizations internal cultural practices. These practices are seen as visibility, daily routine, policies, and unspoken practices. Sometimes these practices may develop or change over time to be something other than what was initially intended. Identifying the current culture of your agency will help determine the long term objectives that may be able to help an agency reach a desired cultural environment that supports working with and for multiple cultural groups that include different races, ethnicities, and environments.

Many agencies develop programs that model drift from their mission statement and goals based on possible financial need or change in work environment. The *Agency Cultural Assessment* helps identify changes, model or mission drift, public messaging, and internal processes. Information for the assessment is gathered by:

- In-office observations
- Staff interviews
- Interviews with stakeholders
- Intensive review of policies and practices
- Historical review

The *Agency Cultural Assessment* will identify potential precursor information about client engagement, human resource diversity and inclusion practices, cultural protocol, and marketing/messaging. These areas will help each agency specifically develop an action plan towards training and development needs for staff and the organization. Agencies sometimes identify their own institutional cultural but then develop separate unspoken practices. Often times, agencies will also have multiple cultures within their own agency based on different departments or offices.

The process to complete the *Agency Cultural Assessment* typically takes between one and three weeks and is dependent on availability of staff for interviews and access to documents. The assessment will focus on the areas below:

Agency history
Philosophical, religious, and spiritual factors
Agency practice
Agency worldview
Historical trauma
Workforce development
Social factors
Economic factors
Values, beliefs, and ways of life
Folk tale/unwritten practice

This service will provide an analytic report that will outline potential suggested needs for the agency in regards to cultural humility and diversity/inclusion. The final report will include observations, any

potential trends, and recommendations that support the needs assessment. This process will identify where the organization might be able to develop strategies around institutional change.

A consultant would come into the organization for two days (16 hours) and complete the following:

Note: time and cost based on 15-person office or department.

1. Engage the entire staff in a half day facilitated session to discuss the experience and evolution of the specific institution or organization in terms of governance, leadership, institutional history, and current status of the institution's culture.

Intent: Get staff to 'unpack' their experience, objectively share facts and data, and do a group analysis of their viewpoint about culture, services, community, etc.

Expected Outcome: Group will discuss the periods of function and dysfunction within the organization through the lens of a 'lifespan' that will continue forward. The data will indicate points of shifts – growth, stagnation, tension, and momentum – across three strata of people, service and leadership. The group will have an objective, shared history, and shared knowledge of their organization.

2. Interview staff one-on-one, on-site or off-site, to discuss each employee's experience, context, and expectation of the organizational culture; what's worked and not worked for them; what they attribute the success and failure to; how the leadership can attribute to a successful institutional culture; an articulation of the staff's sense of the agency's posture for success; and what needs to happen to get the organization to optimal health and functionality.

Intent: Create safe environment for staff to tell their story; experience and interpretation of the organizations function/dysfunction in a focused dialogue.

Expected Outcome: Cumulative data that will reveal trends as well as specific information on staff capacity, perception and images on the organizations culture. This will identify the staff's perspective and what the current posture is for the organization to be successful moving to a positive cultural humility arena.

3. Document the history and summarize employee interviews into cumulative report of results while protecting the identity and confidentiality of employees.

Intent: To identify patterns and provide key insights on staff analysis of current situations without enabling perceived vulnerability among staff to undermine integrity of communication.

Expected Outcome: There will be a formal report summarizing results of staff conversations. The report will have recommendations on potential next steps for the organization. An in-depth analysis will follow the Agency Cultural Assessment. The analysis will identify trends, strengths, areas that need improvement, worker preparation/retention topics, and an institutional power analysis. The analysis will be provided in writing for the agency to use in future strategic planning.

Consultation Services

Consultation services are defined as either in-person or teleconference consults that are individualized for specific workers or a case staffing. This services is available before and after training sessions. These consultations will help support administration or staff in areas around culture awareness, cultural concerns, communication, cultural humility, and identifying appropriate cultural services. Each consultation session is *one hour in length* and will outline specific recommendations based on the need of the specific request. Also, within the first hour of consultation, a recommendation about potential estimated additional time will be calculated and included. Consultation work scope can include, but are not limited to, the following topic areas: policy and procedure, human resource; personnel, professional development work plans, strategic planning, cost affective analysis, organizational development, operational development, cultural guidelines, community engagement, how to engage with other cultural communities, and consumer/constituent feedback.

Evaluation

There will be a standard training evaluation form provided to each participant. Copies of each evaluation and a cumulative evaluation report will be provided to the agency for future reference. We believe that continuous professional analysis and development is needed based on multiple factors such as, teaching styles, different agency engagement, current news and landscape, and desired outcomes. The evaluation template will be developed to match the agency's specific need. The development of the evaluation template will be created during the consultation phase before the start of the in-person classes.

Intellectual Copy Rights

All intellectual rights shall be owned by Dennis Swain and shared through contractual agreement with the Denver Indian Family Resource Center. Reproduction of process fidelity is not allowed; however, outcome of information is sharable. The fidelity of information may not be altered or reproduced by the "Contractor" without prior consent from the "Contractee."

Standard Fees

Type of Service	Included	Cost	Fee Schedule
In-Person Class Full day (7.5 hours)	<ul style="list-style-type: none"> - 2-5 hour consultation - Preparation - One day (7.5 hours) facilitated group discussion - Debrief meeting - Travel time, mileage - Training materials, supplies 	\$3,300 flat rate per class	Invoiced within 10 days after final report is provided to agency (or) completion of class agreed upon class segments
In-Person Class Half day (4 hours)	<ul style="list-style-type: none"> - 2-5 hour consultation - Preparation - Half day (4 hours) Facilitated group discussion - Debrief meeting - Travel time, mileage - Training materials, supplies 	\$1,900 flat rate per class	
Agency Cultural Assessment	<ul style="list-style-type: none"> - 2-5 hour consultation - In-office observation interviews - Work preparation - Policy review and discussion - One day, in-person assessment - Group facilitation - Report preparation time - Full report assessment - Travel time 	\$6,500 flat rate	
Consultation Service	Direct consultation (face-to-face or telephone)	\$125/hour	

SUMMARY

We are able to provide all services described in this proposal at the on-site Adams County Government Center, 4430 South Adams County Parkway, Brighton, CO, 80601 (or) an alternate site as agreed upon by both parties. Each in-class training session will have topic areas that include diversity in the workplace. All fees below include mileage, training materials, work preparation time, on-going modifications, and consultation time as identified in the above chart under standard fees.

Fee Structure for RFP-AF-2016-031: Cultural Awareness and Sensitivity Training

Description	Described Cost	Cost
Curriculum modification for specific county needs, identified during pre-class consultation meetings	One-time fee	\$2,000
800 employees divided by 40-50 people per class totals approximately 16-20 classes. If all 800 employees are required to take one of the two in-person classes, then: 16 classes (X) \$1,900 per class = \$30,400 20 classes (X) \$1,900 per class = \$38,000	Flexible fee based on number of classes	\$30,400 - 38,000
800 employees divided by 40-50 people per class totals approximately 16-20 classes. If all 800 employees are required to take both in-person classes, then: 16 classes (X) \$3300 per class = \$52,800 20 classes (X) \$3300 per class = \$66,000 • If contract identifies all 800 employees for both classes then Curriculum modification fee will be waived (\$2,000)	Flexible fee based on number of classes	\$52,800 - 66,000
Agency Assessment & Cultural Consultations	As requested	See standard fees chart

REFERENCES

1. Denver Sheriff's Department, Larry Brown, Larry.Brown@denvergov.org
3151 S. Vaughn Way, Aurora, CO, 80014, (720) 624-6137
Training topic: Cultural Humility & Engaging with Communities of Trauma
2. Florida Network for Youth and Families, John Robertson, John@floridanetwork.org
2850 Pablo Avenue, Tallahassee, FL, 32308, (805) 922-4324
Training topic: Cultural Humility
3. State of Alaska, Casey Groat, casey.groat@alaska.gov
323 E. 4th Avenue, Anchorage, AK, 99501, (907) 269-4035
Training topic: ICWA and Cultural Humility

PRIMARY FACILITATOR

Dennis Swain is the Executive Director of Denver Indian Family Resource Center. He has over 15 years of experience developing culturally relevant curriculums and facilitating anti-racism and cultural humility trainings. He developed the State of Alaska's culturally-appropriate Indian Child Welfare training for all child welfare and family services workers. He also collaborated on the development for cross-cultural training for the Court Improvement Project in Alaska. Dennis is a nationally recognized speaker in cultural humility and Indian Child Welfare. He is a resource trainer for the People's Institute for Survival and Beyond and has facilitated over 50 "Undoing Racism" workshops nationally. Dennis is also one of only 5 national certifiers in the Knowing Who You Are (KWYA) curriculum (positive racial and ethnic identity) that was developed by Casey Family Programs and he has facilitated over 100 KWYA workshops. All other facilitators will be vetted and trained through the Denver Indian Family Resource Center and Dennis Swain.

We are excited about the opportunity to provide Adams County with Cultural Awareness and Sensitivity Training through our *Cultural Humility* and *Engaging Communities of Trauma* trainings. Thank you for your consideration.



PROPOSAL FORM
CULTURAL AWARENESS and SENSITIVITY TRAINING RFP-AF-2016-031

CONTRACTOR'S STATEMENT

I have read and fully understand all terms and conditions and Statement of Work 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.

SERVICE	Delivery Method	Min No. of Participants	Max No. of Participants	COST
Cultural Diversity/Cultural Awareness in the Workplace	class	20	55	\$ varies
Cultural Sensitivity Training	class	20	55	\$ varies
Consultation Services	varies	varies	varies	\$ varies

WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addendum # _____ Addendum # _____ Addendum # _____ If None, Please write NONE.

DENVER Indian Family Resource Ctr.	10/16/16
Company Name	Date
7596 West Jewell Ave, Suite 305	
Address	Signature
Lakewood, CO, 80232	DENNIS Swain
City, State, Zip Code	Printed Name
Jefferson	Executive Director
County	Title
(720) 500-1020 x14	(720) 479-8459
Telephone	Fax
Dswain @ DIFRC.ORG	
Email Address	

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:

DENVER ENDIAN

Family Resource Center

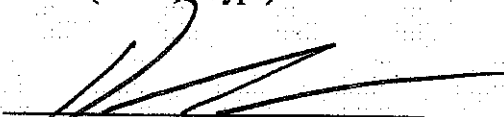
Company Name

10/16/16

Date

DENNIS SUZIN

Name (Print or Type)


Signature

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

References

1. Denver Sheriff's Department
Larry Brown
Larry.Brown@denvergov.org
3151 S. Vaughn Way
Aurora, CO, 80014
(720) 624-6137

Training topic: Cultural Humility & Engaging with Communities of Trauma

2. Florida Network for Youth and Families,
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2850 Pablo Avenue
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Training topic: Cultural Humility

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Casey Groat
casey.groat@alaska.gov
323 E. 4th Avenue
Anchorage, AK, 99501
(907) 269-4035

Training topic: ICWA and Cultural Humility

Anna Forristall

From: Dennis Swain [dswain@difrc.org]
Sent: Thursday, February 02, 2017 2:30 PM
To: Anna Forristall
Subject: Re: Updated request for Adams County

Greetings Anna,

Thank you for your email and reaching out to us.

I believe you are correct.

If our calculations are correct, based on a full-day training for 1415 employees, here is what we would be looking at:

Description	Cost	Balance
30 hours of consultations	30 hrs. @ \$125/hr	\$3750
Agency cultural assessment	Flat rate \$6500	\$10250
Full-day classes for 1415 employees. 40 people per class = 36 classes	36 classes @ \$3300 = \$118,800	\$129,050
TOTAL		\$129,050

*the one-time modification fee for this contract of \$2000 would be waived

Thanks,

Dennis