

**ADAMS COUNTY, COLORADO  
PROFESSIONAL SERVICE AGREEMENT**

THIS AGREEMENT ("Agreement") is made this 21 day of September 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 **A&A LANGUAGES, LLC**, located at 5458 S. Hannibal Way, Centennial, Colorado 80015, 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 2017.322 and the Contractor's response to the RFP 2017.322 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 of one hundred thousand dollars and no cents (**\$100,000.00**).

- 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. **TERMINATION:**

- 9.1. **For Cause:** If, through any cause, the Contractor fails to fulfill its obligations under this Agreement in a timely and proper manner, or if the Contractor violates any of the covenants, conditions, or stipulations of this Agreement, the County shall thereupon have the right to immediately terminate this Agreement, upon giving written notice to the Contractor of such termination and specifying the effective date thereof.
- 9.2. **For Convenience:** The County may terminate this Agreement at any time by giving written notice as specified herein to the other party, which notice shall be given at least thirty (30) days prior to the effective date of the termination. If this Agreement is terminated by the County, the Contractor will be paid an amount that bears the same ratio to the total compensation as the services actually performed bear to the total services the Contractor was to perform under this Agreement, less payments previously made to the Contractor under this Agreement.

10. **MUTUAL UNDERSTANDINGS:**

- 10.1. **Jurisdiction and Venue:** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be in Adams County, Colorado.
- 10.2. **Compliance with Laws:** During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, *et seq.*, C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, *et seq.*, C.R.S. (Abuse of Public Office), as amended, 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).
- 10.3. **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.
- 10.4. **Record Retention:** The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.

- 10.5. **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.
- 10.6. **Waiver:** Waiver of strict performance or the breach of any provision of this Agreement shall not be deemed a waiver, nor shall it prejudice the waiving party's right to require strict performance of the same provision, or any other provision in the future, unless such waiver has rendered future performance commercially impossible.
- 10.7. **Force Majeure:** Neither party shall be liable for any delay or failure to perform its obligations hereunder to the extent that such delay or failure is caused by a force or event beyond the control of such party including, without limitation, war, embargoes, strikes, governmental restrictions, riots, fires, floods, earthquakes, or other acts of God.
- 10.8. **Notice:** Any notices given under this Agreement are deemed to have been received and to be effective: (1) three (3) days after the same shall have been mailed by certified mail, return receipt requested; (2) immediately upon hand delivery; or (3) immediately upon receipt of confirmation that an E-mail was received. For the purposes of this Agreement, any and all notices shall be addressed to the contacts listed below:

**County:**

Department: Adams County Government Center  
 Contact: Heidi Ellis, Contract Specialist II, Finance/Purchasing Division  
 Address: 4430 South Adams County Parkway, Suite C4000A  
 City, State, Zip: Brighton, Colorado 80601  
 Office Number: 720.523.6053  
 Email: [hellis@adcogov.org](mailto:hellis@adcogov.org)

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

**Contractor:**

Company: A&A Languages, LLC  
 Contact: Alex Uvarov, Vice President  
 Address: 5458 S. Hannibal Way  
 City, State, Zip: Centennial, Colorado 80015  
 Office Number: 303.960.6543  
 E-mail: [Alanguages@aol.com](mailto:Alanguages@aol.com)

- 10.9. **Integration of Understanding:** This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

10.10. **Severability:** If any provision of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein.

10.11. **Authorization:** Each party represents and warrants that it has the power and ability to enter into this Agreement, to grant the rights granted herein, and to perform the duties and obligations herein described.

**11. AMENDMENTS, CHANGE ORDERS OR EXTENSION:**

11.1. **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.

11.2. **Extensions:** The County may, upon mutual written agreement by the parties, extend the time of completion of services to be performed by the Contractor

**12. COMPLIANCE WITH C.R.S. § 8-17.5-101, ET. SEQ. AS AMENDED 5/13/08:** Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, *et. seq.*, as amended May 13, 2008, the Contractor shall meet the following requirements prior to signing this Agreement (public contract for service) and for the duration thereof:

12.1. The Contractor shall certify participation in the E-Verify Program (the electronic employment verification program that is authorized in 8 U.S.C. § 1324a and jointly administered by the United States Department of Homeland Security and the Social Security Administration, or its successor program) or the Department Program (the employment verification program established by the Colorado Department of Labor and Employment pursuant to C.R.S. § 8-17.5-102(5)) on the attached certification.

12.2. The Contractor shall not knowingly employ or contract with an illegal alien to perform work under this public contract for services.

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

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

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

- 12.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three 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.
- 12.7. Contractor shall comply with any reasonable requests by the Department of Labor and Employment (the Department) made in the course of an investigation that the Department is undertaking pursuant to the authority established in C.R.S. § 8-17.5-102(5).
- 12.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.
- 13. SUPPLEMENTAL FEDERAL PROVISIONS- (FFATA)**  
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.

**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:**

A&A Languages, LLC  
Company Name

9/11/17  
Date

Alex Uvarov  
Signature

Alex Uvarov  
Name (Print or Type)

Vice-President  
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]

Raymond H. Gonzales, County Manager

9.27.2017

Date:

**CONTRACTOR**

**A&A LANGUAGES, LLC,**

By:

Alex Uvarov

Name (Print or Type)

9/11/17

Date:

[Signature]

Authorized Signature

Vice-President

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 ARAPAHOE )

)SS.

STATE OF COLORADO )

Signed and sworn to before me this 11 day of September, 2017,

by SIMON J. LIM

Notary Public [Signature]



My commission expires on: July 14, 2021

**ATTACHMENT A**  
(All Documents following this page of the Agreement)

**Attachments:**

1. Fee Schedule (Base Year)
2. Proposal dated, April 5, 2017
3. Addendum Two dated, April 10, 2017
4. Addendum One dated, April 4, 2017
5. Offeror's Certification of Compliance
6. Offeror's Signature Page

**EXHIBIT A**

**2017.322 Adams County Interpretation & Translation Services Price Sheet**

The prices below are for regular requests: requests made with more than 24 business hours' notice for appointments occurring during regular business hours (Monday to Friday, 8:00 am to 5:00 pm). For requests made with less than 24 business hours' notice (emergency requests) or appointments occurring outside of regular business hours the interpretation/translation rate will be 25% higher. The Trip Charge will remain the same. We are proposing the rates below for the initial year of the award and both option years.

	<b>Interpretation Services-Spanish</b>	<b>Interpretation Services-Other Languages</b>	<b>Interpretation Services-American Sign Language</b>	<b>Translation Services-Spanish</b>	<b>Translation Services-Other Languages</b>
<b>Cost Per Minute-Telephonic</b>	\$1.50, 30 minute minimum	\$1.75, 30 minute minimum	N/A, remote interpretation performed by video relay service		
<b>Cost Per Hour-In Person</b>	\$40.00, 1 hour minimum	\$45.00, 1 hour minimum	\$55.00, 2 hour minimum		
<b>Cost Per Word</b>				15 to 18 cents, depending on format and content	20 to 25 cents, depending on format and content
<b>Cost Per Page</b>					
<b>Trip Charge</b>	\$40.00	\$45.00	\$55.00	-----	-----

## Adams County Proposal 2017.322

1. A&A Languages, LLC is submitting a proposal for both interpretation and translation services.

2. A&A Languages has provided interpretation and translation services throughout the entire state of Colorado since 2000. We have worked with large and small clients from the social services, medical, legal, educational, business, and government sectors. There are two language coordinators who work full-time and make sure that all phone calls, emails, and faxes are answered promptly. We also have several temporary office assistants that help out with clerical/administrative duties and assist with transportation crises (provide transportation if an interpreter's car breaks down at the last minute). We have over 100 interpreters and translators who work for us regularly on a contract basis. We have interpreters for over 80 spoken languages and American Sign Language (please see enclosed list of languages).

A&A Languages is committed to providing comprehensive communication services to its customers. We offer top quality interpretations and translations at competitive prices. A&A Languages serves its customers with four core values in mind: *Convenience, Functionality, Availability, and Relationship.*

We have a great deal of experience providing interpretation and translation services to low-income and multi-cultural populations. We have worked with social services organization for many years now. We have also worked with other county governments as well as major hospitals, many small medical offices, and school districts that serve these populations. Through our work with county governments and social services organizations we have provided interpretation services for many cases involving domestic violence, sexual abuse, traumatized children and families, home-based services, substance abuse and mental health treatment, and have translated summaries of meetings, case summaries and treatment/action plans related to these cases.

We have extensive experience working with governmental and public sector agencies. We are familiar with the interpretation and translation needs of these organizations and the issues and challenges that governmental and public sector agencies must deal with. We have worked with the following governmental and public sector agencies: Jefferson County Human Services, Adams County Human Services, Denver County Human Services, Pueblo City-County Health Department, Denver Health Medical Center, Cherry Creek School District, Aurora Public Schools, Division of Vocational Rehabilitation, Goodwill Industries of Denver, Disability Determination Services, Denver County and District Court, Aurora Municipal Court and other Municipal Courts in Colorado.

3. A&A Languages has spoken language interpreters who are able to provide consecutive interpretation, simultaneous interpretation, and sight translation. We are able to provide interpretation services both in person and telephonically. Our American Sign Language interpreters are able to interpret using American Sign Language (ASL), Signed Exact English (SEE), and Tactile signing. A&A Languages has extensive experience providing written translation services for legal, social services, educational, business, and medical documents. We contract with a wide network of translators who have many years of experience translating documents of varying subject matter and document formats.

4. A&A Languages has been providing foreign language interpretation and translation since 2000 and Sign Language interpretation since 2002.

5. A&A Languages is a member of the Colorado Association of Professional Interpreters (CAPI) and the American Translators Association (ATA). Both of these organizations offer seminars, orientations, and training sessions throughout the year. Our language coordinators attend events organized by these organizations and pass along the knowledge and skills to our interpreters. All spoken language interpreters and translators who work for us are also encouraged to attend these events. The ASL interpreters we contract with are all certified by the Registry of Interpreters for the Deaf (RID). To maintain RID certification interpreters must complete continuing education courses each year.

6. The interpreters and translators A&A languages contracts with have obtained a high level of expertise after many years of experience and a strong educational foundation. Our interpreters and translators have worked in various settings such as social services, medical, legal, educational and business.

Any spoken language interpreter or translator that works for A&A Languages must have at least two years applicable experience and also a college degree from their native country, with rare exceptions for hard to find languages. All ASL interpreters we contract with must have a current RID certification.

7. Our regular business hours are Monday through Friday 8 AM to 5 PM; we are also able to provide services outside of these hours. We have many years of experience providing interpretation services outside of normal business hours; for assignments scheduled in advance or requested at the last minute. We are always available to answer the phone in case of emergencies.

8. 24-48 hours' notice is preferred when ordering interpreters in advance. In an emergency situation we can send an interpreter with as little as 30 minutes' notice.

9. Our interpreters have experience using simultaneous translation equipment in various settings such as orientations, conferences and legal hearings. We own simultaneous translation equipment and are able to utilize it if it is needed for an Adams County assignment.

10. We obtain as much information as possible about the client to ensure that there are no unexpected barriers to communication. Once we have received all the information regarding cognitive and dialect concerns, we explain the situation to the interpreter and make sure they are capable of interpreting for this particular client.

11. We have over 100 interpreters and translators who work for us regularly on a contract basis. We have interpreters for over 80 spoken languages and American Sign Language (please see enclosed list of languages).

12. A&A Languages sub-contracts with interpreters and translators throughout all of Colorado.

We have partnerships with interpretation and translation agencies outside the Denver Metro area.

13. We have many interpreters and translators we contract with and could provide as many hours of service as is needed by Adams County.

14. We ask to be notified about a cancellation as soon as possible. To avoid being charged we must be notified of a cancellation with more than 24 business hours' notice.

15. An interpreter or translator that works for A&A Languages must have at least two years applicable experience and also a college degree from their native country, with rare exceptions for hard to find languages. New interpreters are interviewed, their references and certifications are checked, and their skills are measured through a verbal test. If an interpreter has made it past these steps then that interpreter is assigned a few easier appointments. The interpreter's performance in these appointments is then evaluated and a decision is made regarding the further use of this interpreter.

16. A&A Languages has many years' experience providing services to government agencies such as Jefferson County Human Services, Adams County Human Services, Denver County Human Services, Disability Determination Services and the Division of Vocational Rehabilitation. We have provided spoken language and ASL interpretation services and translation services for many types of cases, such as child abuse/neglect, family separation, foster care, applications for benefits, domestic violence allegations, medical appointments, elder care, mental health treatment, and individuals seeking employment.

17. A&A Languages has worked with human services organizations for many years. We have a great deal of experience providing interpretation services for cases involving traumatized children and families and have translated summaries of meetings, case summaries, correspondence and action plans related to these cases.

18. A&A Languages is a member of the Colorado Association of Professional Interpreters and the American Translators Association.

19. We are incorporated in Colorado. We have the ability to obtain any license or permit that would be necessary for the execution of this contract.

20. Our interpreters and translators have many different certifications. Spoken language interpreters have certifications such as Bridging the Gap, The Community Interpreter, as well as medical and legal interpretation certifications. We utilize the services of translators that are certified by the American Translators Association. All ASL interpreters we contract with have a current RID certification.

Our interpreters and translators have obtained a high level of expertise after many years of experience and a strong educational foundation. Our interpreters have worked in various settings such as medical, legal, educational, and social services. Our spoken language interpreters have experience with consecutive interpretation, simultaneous interpretation, and sight translation and are comfortable interpreting in person or telephonically. Our Sign Language interpreters use

American Sign Language (ASL), Signed Exact English (SEE), and Tactile signing. Our translators have extensive experience with many types of documents, such as social services, medical, educational, business and legal documents.

Please see attachments. We have translated documents that are long and complex but could not include them here because of your requirement that samples be no longer than three pages. Also many documents could not be used as samples because they contain confidential information.

21. References:

---Missy Gildhouse, Contract Coordinator, Jefferson County Human Services, 303-271-8374, [mgildhou@co.jefferson.co.us](mailto:mgildhou@co.jefferson.co.us).

---Michele Gillman, Court Administrator, Aurora Municipal Court, 303-739-6458, [MGillman@auroragov.org](mailto:MGillman@auroragov.org).

---Lavonne Mercure, Professional Relations Director, Division of Disability Determination Services, 303-752-5676, [LaVonne.Mercure@ssa.gov](mailto:LaVonne.Mercure@ssa.gov).

---Margaret Nteza, Rehabilitation Counselor 1, Division of Vocational Rehabilitation, 303-755-1724, [margaret.nteza@state.co.us](mailto:margaret.nteza@state.co.us).

---Anna McInroy, Manager of District Translating and Interpreting Services, Cherry Creek School District, 720-554-5098, [amcinroy@cherrycreekschools.org](mailto:amcinroy@cherrycreekschools.org).





# **A&A LANGUAGES, LLC**

Tel: (303) 960-6543, Fax (720) 870-4555, [alanguages@aol.com](mailto:alanguages@aol.com)

[www.alanguages.com](http://www.alanguages.com)

A&A LANGUAGES is committed to providing comprehensive communication services to its customers. We offer top quality interpretations and translations at competitive prices. Our company provides native-speaking linguistic professionals for all major languages of the world. Working in over 80 global languages our interpreters are proficient in a variety of interpretation and translation services.

A&A LANGUAGES, LLC serves its' customers with four core values in mind:

- ❖ Convenience
- ❖ Functionality
- ❖ Availability
- ❖ Relationship

## **Emergency Calls Accepted After-Hours and Weekends**

**A&A LANGUAGES works with over 80 global languages:**

Albanian	Grebe	Pashto
Akan	Greek	Polish
Amharic	Hebrew	Portuguese
Arabic	Hindi	Punjabi
Armenian	Hmong	Romanian
Ashanti	Hungarian	Russian
Bengali	Indonesian	Serbian
Berber	Italian	Shanghainese
Bosnian	Japanese	Sinhalese
Bulgarian	Karen	Slovak
Burmese	Karenni	Somali
Cambodian	Kinyarwanda	<u>Spanish</u>
Cameroon	Kirundi	Swahili
Cantonese	Korean	Swedish
Chinese	Kunama	Tagalog
Creole	Kurdish	Tamil
Croatian	Laotian	Thai
Czech	Latvian	Tigrigna
Dari	Liberian	Turkish
Danish	Lingala	Twi
Dinka	Lithuanian	Urdu
Dutch	Mandarin	Ukrainian
Ewe	Mandingo	Uzbek
Farsi	Mongolian	Vietnamese
Fante	Moroccan	Yoruba + many more
French	Nepali	
Fulani	Nzema	
Ga	Norwegian	<u>American Sign Language</u>
German	Nuer	
Ghana	Oromo	

How to contact us:

Our language coordinators can be reached by phone, fax, and email anytime:

Tel: (303) 960-6543 Fax (720) 870-4555, [alanguages@aol.com](mailto:alanguages@aol.com)

[www.alanguages.com](http://www.alanguages.com)

**From:** Kate McIntire (Translation Sample 1-English)  
**Sent:** Monday, April 18, 2016 4:06 PM  
**Subject:** FW: Results Show Lead Levels in Head Start Classrooms Below EPA Action Levels



Board of County Commissioners

**Libby Szabo**  
District No. 1  
**Casey Tighe**  
District No. 2  
**Donald Rosier**  
District No. 3

## **NEWS RELEASE**

FOR IMMEDIATE RELEASE

Monday, April 18, 2016

Contact Info: Kate McIntire

Public Engagement Director

[kmcintir@jeffco.us](mailto:kmcintir@jeffco.us)

[www.jeffco.us](http://www.jeffco.us)

### **Results Show Lead Levels in Head Start Classrooms Below EPA Action Levels**

(JEFFERSON COUNTY, COLORADO) – Jefferson County, the City of Arvada, and Colorado Department of Public Health and Environment (CDPHE) continue to work together to evaluate the situation with the water quality at the Jefferson County Head Start building located at 5150 Allison Street in Arvada. The county received water quality test results back today, April 18, 2016, from over 70 samples (both stagnant and flow) taken by Jefferson County and the City of Arvada inside and outside of the building.

Only three of the tests, none of which were taken from areas where children typically drink or use water, came back with levels found to be higher than the Environmental Protection Agency's (EPA) 'action level' for lead (.015 milligrams/Liter), a threshold requiring additional testing, monitoring and remediation. All classrooms and other areas where children use water tested well below the EPA threshold for lead under both stagnant and flow conditions. The three areas where high lead levels were detected were one conference room, one office room and one maintenance area. Jefferson County Facilities and Construction Management continues to work with the city of Arvada to determine the source of lead contamination in these areas, and a plan for resolving the issue.

Head Start classes resumed this morning on Monday, April 18. The building will remain open and alternative water will continue to be provided for drinking, washing and cooking as officials continue to assess the water issue. Head Start continues to work with all families to ensure that their children are up-to-date on their preventive care, which includes lead risk assessments and screenings. Head Start families are encouraged to talk with their Family Support Specialists and/or the Head Start nurse and/or Jefferson County Public Health to ensure their required preventive care and screenings are up to date.

The Centers for Disease Control and Prevention (CDC) states that all U.S. children are at risk for lead poisoning and recommends babies and children be screened for lead, especially those living in older homes. The screening includes a risk assessment which can help families prevent future exposures. "It is a good idea to have your baby and young child screened for lead exposure regardless of the current situation at Head Start, said Dr. Margaret Huffman, DN, MBA, RN, Jefferson County Public Health (JCPH) Community Health Services Director. "The lead screening provides an assessment guideline for babies and young children as a health monitoring tool."

Jefferson County Public Health (JCPH) recommends that anyone who has questions or concerns regarding a child's exposure to lead please contact their primary doctor to setup an appointment for a lead exposure screening. If you are unable to schedule an appointment with your primary health care provider, call Jefferson County Public Health (303-232-6301) for resources in our community. In addition, and because lead exposure can come from many environmental sources, parents are reminded that providing children with healthy foods high in calcium, iron and vitamin C may help keep lead out of the body. Calcium is in milk yogurt, cheese and green, leafy vegetables like spinach. Iron is in lean red meats, beans, peanut butter and cereals. Vitamin C can be found in oranges, green and red peppers and juice.

**Resources:**

- For information on preventing lead exposure, please see the [Centers for Disease Control and Prevention website](#)
- Download the CDC handout, 5 things You Can Do: a Fact sheet with information on how to help lower elevated blood lead levels; in [English](#) or in [Spanish](#).
- For more information in general on lead and water, please view this JCPH [handout](#).
- Information is also available on the [EPA website](#).

**De:** Kate McIntire (Translation Sample 1-Spanish)

**Mandado:** Lunes, Abril 18, 2016 4:06 PM

**Tema:** FW: Resultados Muestran Niveles de Plomo en las Aulas de Head Start son Bajo de los Niveles de Accion de EPA



**Consejo de Comisarios del Condado**

**Libby Szabo**

Districto No. 1

**Casey Tighe**

Districto No. 2

**Donald Rosier**

Districto No. 3

**NOTIFICACION**

PARA PUBLICACION IMMEDIATO

Lunes, Abril 18, 2016

Información de Contacto: Kate McIntire

Directora de Contacto Publico

[kmcintir@ieffco.us](mailto:kmcintir@ieffco.us)

[www.ieffco.us](http://www.ieffco.us)

**Resultados Muestran Niveles de Plomo en las Aulas de Head Start son Bajo de los Niveles de Acción de EPA**

(JEFFERSON COUNTY, COLORADO) – Jefferson County, the City of Arvada, y Colorado Department of Public Health and Environment (CDPHE) continúan trabajando juntos para evaluar la situación de la calidad del agua del edificio del Jefferson County Head Start localizado a 5150 Allison Street en Arvada. El condado recibió hoy, 18 de abril, 2016 de más de 70 muestras (tanto estancada y circulando) tomados por Jefferson County y la Ciudad de Arvada, dentro y afuera del edificio.

Solamente tres de las pruebas, ninguna de las áreas donde los niños normalmente toman o usan el agua, regresaron con niveles más altos que los niveles de plomo declarados por la Environmental Protection Agency's (EPA) como 'niveles de acción' (.015 miligramos/Litro), un nivel que requiere más pruebas, monitoreo y remediación. Todas las aulas y otras áreas donde los niños utilizan el agua salieron con niveles más bajos de los niveles de preocupación, tanto el agua estancado y/o fluido. Las tres áreas que detectaron niveles altos eran un cuarto de conferencias, una oficina y un área de mantenimiento. Jefferson County Facilities and Construction Management continua trabajando con la ciudad de Arvada para determinar el origen de contaminación por plomo en estas áreas y un plan para resolver el problema.

Las clases de Head Start clases regresaron esta mañana, Lunes, Abril 18. El edificio estará abierto y otra agua estará disponible para tomar, lavar y cocinar mientras los oficiales continúan evaluado la situación. Head Start continua trabajando con las familias para asegurar que los niños están actualizados con sus cuidados preventivos, lo cual incluye asesorías y análisis de riesgos de contaminación por plomo. Se recomienda que las familias de Head Start platican con las Especialistas de Soporte Familiar y/o la enfermera de Head Start y/o Jefferson County Public Health para asegurar que sus cuidados preventivas y exámenes medicas están actualizados.

The Centers for Disease Control and Prevention (CDC) dice que todos los niños de los Estados Unidos están de riesgo por contaminación por plomo y recomiendan que se examinan todos los bebes y niños por contaminación por plomo, sobre todo los que viven en casas viejas. Los exámenes incluye una asesoría de riesgo que pueden ayudar familias en la prevención futura de ser expuestas al peligro. “Es una buen idea a llevar su bebe y niño a una asesoría, independientemente de la situación en Head Start”, dice Dr. Margaret Huffman, DN, MBA, RN, Jefferson County Public Health (JCPH) Community Health Services Director. “Esta asesoría por ploma da una guía por bebes y niños para el monitoreo de su salud.”

Jefferson County Public Health (JCPH) recomienda que cualquiera que tenga preguntas o preocupaciones acerca de exposición de plomo de un niño, acude al médico para solicitar una prueba por lo mismo. Si no puede obtener una cita con su médico, llama a Salud Publica de Jefferson County (303-232-6301) para recursos e esta comunidad. Además, y porque plomo puede venir de muchos focos ambientales, se acuerdan a los padres que dando los niños comida saludable, altos en calcio, fierro y vitamina C puede ayudar prevenir el plomo a llegar dentro del cuerpo. Calcio se encuentra en leche, yogurt, queso y verduras verdes como espinaca. Fierro se encuentra en carne roja sin grasa, frijol, crema de cacahuete y cereales. Vitamina C se encuentra en naranjas, pimientos verdes y rojos y jugo.

**Recursos:**

- \* Por información de cómo prevenir exposición a plomo, favor de ir a la página web del Centers for Disease Control and Prevention.
- \* Baja el folleto del CDC, 5 Cosas que Puede Hacer: un folleto con información de cómo ayudar bajar niveles elevados de plomo; disponible en Ingles o Español.
- \* Por más información en general de plomo y aguar, favor de ver este folleto del JCPH.
- \* Información también está disponible en la página web del EPA.

(Translation Sample 2-English)

**FREE Afterschool Meals for ALL kids 18 & younger**

**Healthy & nutritious meals for kids Monday-Friday plus fun activities: come play and eat with us!**

**Expo Recreation Center • 10955 E. Exposition Ave. • 3:15-4:30 p.m.**

**Meadowood Recreation Center • 3054 S. Laredo St. • 3:30- 5 p.m.**

**Moorhead Recreation Center • Relocated to Fletcher Community School • 10455 E. 25<sup>th</sup> Ave • 2:35 p.m.-3:15 p.m.**

**No sign-up or registration necessary. Meals are dine-in only.**

**[www.auroragov.org/youthmeals](http://www.auroragov.org/youthmeals)**

**This institution is an equal opportunity provider.**

(Translation Sample 2-Burmese)

FREE Afterschool Meals for ALL kids 18 & younger

အသက် ၁၈နှစ် နှင့် အောက်ကလေးများအတွက် ကျောင်းချိန်နောက်ပိုင်း အခမဲ့ အစားအစာ ကျွေးမွေးရေး အစီအစဉ်

Healthy & nutritious meals for kids Monday-Friday plus fun activities: come play and eat with us!

တနင်္လာ မှ သောကြာနေ့ အထိ ကလေးများအတွက် ကျန်းမာပြီးအဟာရနှင့် ပြည့်စုံ သော အစားအစာများနှင့် ပျော်ရွှင်ဖွယ်ဆော့ကစားခြင်းများ စီစဉ်ထားပါသည်။ ကျွန်ုပ်တို့ နှင့်အတူ လာရောက်စားသောက် ဆော့ကစားကြပါ။

Expo Recreation Center • 10955 E. Exposition Ave. • 3:15-4:30 p.m.

အိတ်စတီ နားနေအပန်းဖြေစင်တာ • 10955 E. Exposition Ave. • ညနေ ၃:၁၅-၄:၃၀

Meadowood Recreation Center • 3054 S. Laredo St. • 3:30- 5 p.m.

မဲဒိုးဝတ် နားနေအပန်းဖြေစင်တာ • 3054 S. Laredo St. • ညနေ ၃:၃၀- ၅ နာရီ

Moorhead Recreation Center • Relocated to Fletcher Community School • 10455 E. 25<sup>th</sup> Ave • 2:35 p.m.-3:15 p.m.

မောဟက် နားနေအပန်းဖြေစင်တာသည် ဗလက်ရာ ကွန်မူနတီကျောင်းသို့ ပြောင်းရွှေ့ ထားပါသည်။  
• 10455 E. 25<sup>th</sup> Ave • ညနေ ၂:၃၅-၃:၁၅

No sign-up or registration necessary. Meals are dine-in only.

ကြိုတင်အမည်ပေးရန် (သို့) စာရင်းပေးရန်မလိုအပ်ပါ။ အစားအစာများသည်စင်တာသို့ လာရောက် စားသုံးသူများအတွက်ဖြစ်ပြီး ပြင်ပသို့ ယူဆောင်ခွင့် မရှိပါ။

[www.auroragov.org/youthmeals](http://www.auroragov.org/youthmeals)

This institution is an equal opportunity provider.

ဤအဖွဲ့ အစည်းသည် တန်းတူညီမျှဖြစ်ရေး အခွင့်အလမ်းကို ကူညီဖြည့်ဆည်းပေးသော အဖွဲ့ ဖြစ်ပါသည်။

(Translation Sample 3-English)  
Follow Up Sleep Questionnaire

Name: \_\_\_\_\_ Date of office visit: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

**Do you have any questions or concerns that you would like to discuss today?**

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**PAP History**

1. Are you currently on CPAP, BiPAP, APAP, or ASV?  Yes  No
2. Is your mask comfortable?  Yes  No
3. Do you have any mask leaking?  Yes  No
4. Are you tolerating the air pressure?  Yes  No
5. Do you have any dryness of your nose or mouth?  Yes  No
6. Do you have any nasal congestion?  Yes  No

**Sleep Schedule**

- |  | Weekdays   | Weekends |
|--|--|----------|
| 1. Bedtime:  | _____  | _____    |
| 2. Wake time:  | _____  | _____    |
| 3. Time it takes to fall asleep (minutes):   | _____  |          |
| 4. Number of awakenings per night:   | _____  |          |
| 5. Average number of hours of sleep per night:   | _____  |          |
| 6. How do you feel when you wake up?   | _____  |          |
| 7. Do you take naps during the day? <input type="checkbox"/> Yes <input type="checkbox"/> No | How long are the naps? _____   |          |
| 8. Do you work:  | <input type="checkbox"/> Days <input type="checkbox"/> Nights <input type="checkbox"/> Both <input type="checkbox"/> N/A |          |

CONTINUED ON BACK



**Stimulant Intake**

1. How much of the following do you drink per day?  
Coffee \_\_\_\_\_ Soda \_\_\_\_\_  
Tea \_\_\_\_\_ Energy Drinks \_\_\_\_\_
2. Do you smoke, chew tobacco or use e-cigarettes?  Yes  No  
If yes, how much per day? \_\_\_\_\_
3. How many alcoholic beverages do you drink per week? \_\_\_\_\_
4. Do you use any marijuana?  Yes  No
5. Do you use any recreational drugs (cocaine, heroin, etc.)?  Yes  No
6. Do you take any sleeping pills?  Yes  No  
If so, what? \_\_\_\_\_

**Sleep History**

Do you currently experience any of the following:

	Yes	No
1. Frequent snoring	<input type="checkbox"/>	<input type="checkbox"/>
2. Wake up gasping, choking or feeling short of breath	<input type="checkbox"/>	<input type="checkbox"/>
3. Apneas (breath holding during sleep)	<input type="checkbox"/>	<input type="checkbox"/>
4. Excessive sweating during sleep	<input type="checkbox"/>	<input type="checkbox"/>
5. Nighttime heartburn	<input type="checkbox"/>	<input type="checkbox"/>
6. Morning headaches	<input type="checkbox"/>	<input type="checkbox"/>
7. Excessive daytime sleepiness	<input type="checkbox"/>	<input type="checkbox"/>
8. Teeth grinding or clenching	<input type="checkbox"/>	<input type="checkbox"/>
9. Insomnia (difficulty falling asleep or staying asleep)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Unpleasant sensations in your legs at night or at bedtime	<input type="checkbox"/>	<input type="checkbox"/>
11. Twitching or jerking of your legs during sleep	<input type="checkbox"/>	<input type="checkbox"/>
12. Losing muscle strength when laughing, excited or angry	<input type="checkbox"/>	<input type="checkbox"/>
13. Imagine seeing or hearing things as you fall asleep or wake up	<input type="checkbox"/>	<input type="checkbox"/>
14. Feeling unable to move (paralyzed) as you fall asleep or wake up	<input type="checkbox"/>	<input type="checkbox"/>
15. Unusual movements or behavior during asleep	<input type="checkbox"/>	<input type="checkbox"/>
16. Frequent disturbing dreams or nightmares	<input type="checkbox"/>	<input type="checkbox"/>
17. Sleepwalking	<input type="checkbox"/>	<input type="checkbox"/>
18. Drowsy driving, accident or near miss from drowsiness	<input type="checkbox"/>	<input type="checkbox"/>

6. How do you feel when you wake up? – Как вы себя чувствуете, когда просыпаетесь? \_\_\_\_\_
7. Do you take naps during the day? - Можете ли вы вздремнуть в течение дня?  Yes-Да  No-Нет  
How long are the naps? - Как долго вы можете дремать? \_\_\_\_\_
8. Do you work – Вы работаете:  Days – Днем  Nights - Ночью  Both – И то и другое  
 N/A – неприменимо

CONTINUED ON BACK – ПРОДОЛЖЕНИЕ НА ОБОРОТЕ

**Stimulant Intake – Потребление Стимуляторов**

1. How much of the following do you drink per day? - Сколько вы выпиваете в день следующих напитков?  
Coffee - Кофе \_\_\_\_\_ Soda – Газированная вода \_\_\_\_\_  
Tea - Чай \_\_\_\_\_ Energy Drinks – Энергетические напитки \_\_\_\_\_
2. Do you smoke, chew tobacco or use e-cigarettes? – Курите ли вы, жуете табак или используете электронные сигареты?  Yes-Да  No- Нет  
If yes, how much per day? – Если да, то сколько в день? \_\_\_\_\_
3. How many alcoholic beverages do you drink per week? – Сколько вы употребляете алкоголя в неделю? \_\_\_\_\_
4. Do you use any marijuana? – Потребляете ли вы марихуану?  Yes- Да  No - Нет
5. Do you use any recreational drugs (cocaine, heroin, etc.)? – Используете ли вы рекреационные наркотики (кокаин, героин и т.п.)  Yes - Да  No - Нет
6. Do you take any sleeping pills?- Используете ли вы снотворные препараты?  Yes -Да  No-Нет  
If so, what? – Если да, то какие? \_\_\_\_\_

**Sleep History -- История сна**

Do you currently experience any of the following – Испытываете ли вы в настоящее время что-либо из перечисленного ниже:

- |  | Yes - Да                 | No - нет                 |
|--|--------------------------|--------------------------|
| 1. Frequent snoring – Часто храпите  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Wake up gasping, choking or feeling short of breath – Просыпаетесь ли вы, глотая воздух, закашливаясь или чувствуя недостаток воздуха | <input type="checkbox"/> | <input type="checkbox"/> |

- |  |                          |                          |
|--|--------------------------|--------------------------|
| 3. Apneas (breath holding during sleep) – Апноэ (задержка дыхания во время сна)  | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. Excessive sweating during sleep – Сильное потение во время сна  | <input type="checkbox"/> | <input type="checkbox"/> |
| 5. Nighttime heartburn – Ночная изжога   | <input type="checkbox"/> | <input type="checkbox"/> |
| 6. Morning headaches – Утренние головные боли  | <input type="checkbox"/> | <input type="checkbox"/> |
| 7. Excessive daytime sleepiness - Чрезмерная сонливость в дневное время  | <input type="checkbox"/> | <input type="checkbox"/> |
| 8. Teeth grinding or clenching – Скрежетание зубами или их стискивание   | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. Insomnia (difficulty falling asleep or staying asleep)? – Бессонница (трудно заснуть или оставаться спящим)   | <input type="checkbox"/> | <input type="checkbox"/> |
| 10. Unpleasant sensations in your legs at night or at bedtime – Неприятные ощущения в ногах ночью или когда ложитесь спать                                 | <input type="checkbox"/> | <input type="checkbox"/> |
| 11. Twitching or jerking of your legs during sleep – Вздрагивание или подергивание ног во время сна  | <input type="checkbox"/> | <input type="checkbox"/> |
| 12. Losing muscle strength when laughing, excited or angry – Потеря силы в мышцах при смехе, волнении или гневе  | <input type="checkbox"/> | <input type="checkbox"/> |
| 13. Imagine seeing or hearing things as you fall asleep or wake up - Визуальные или слуховые видения, когда вы засыпаете или просыпаетесь                  | <input type="checkbox"/> | <input type="checkbox"/> |
| 14. Feeling unable to move (paralyzed) as you fall asleep or wake up- Чувство невозможности двинуться (парализованности), когда засыпаете или просыпаетесь | <input type="checkbox"/> | <input type="checkbox"/> |
| 15. Unusual movements or behavior during asleep – Необычные движения или поведение во сне  | <input type="checkbox"/> | <input type="checkbox"/> |
| 16. Frequent disturbing dreams or nightmares – Частые тревожные сны или ночные кошмары   | <input type="checkbox"/> | <input type="checkbox"/> |
| 17. Sleepwalking - Хождение во сне   | <input type="checkbox"/> | <input type="checkbox"/> |
| 18. Drowsy driving, accident or near miss from drowsiness – Сонливость при вождении, авария или близкая к аварийной ситуация из-за сонливости              | <input type="checkbox"/> | <input type="checkbox"/> |

**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL  
2017.322**

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**TRANSLATION AND INTERPRETATION  
SERVICES**

**ADDENDUM TWO (2)**

**Addendum One (1) Issuance Date:** Monday, April 10, 2017

**RFP Opening Date:** Thursday, April 13, 2017

**RFP Opening Time:** 4:00 p.m.

**RFP Opening Place:** Adams County Administration  
Building, 4430 South Adams County  
Parkway, 4<sup>th</sup> Floor, Purchasing  
Department Brighton, Colorado,  
80601



**ADAMS COUNTY**  
**2017.322**  
**TRANSLATION AND INTERPRETATION SERVICES**

Addendum Two (2) is being issued to provided responses to questions received for RFP 2017.322 and extend the opening date,

from April 12, 2017 at 4:00 p.m.

to April 13, 2017 at 4:00 p.m.

- Q1. Can we exclude telephone interpreting services from our offer as we do not provide this type of interpreting?  
R1: **The County is seeking the services of a qualified organization to provide translation and interpretation services, but not limited to other services on an "as needed" basis.**
- Q2. Can we bid to primarily provide sign language interpreting services with the occasional Spanish interpreting onsite assignments?  
R2: **The County is seeking the services of a qualified organization to provide translation and interpretation services, but not limited to other services on an "as needed" basis. Offeror can submit a proposal for both interpretation and translation or just one.**
- Q3. Can you give an estimate of what percentage of appointments will take place at Adams County locations, what percentage at offsite locations, and the anticipated breakdown of in person vs. telephonic interpretation? If giving an estimate is not possible can you provide these statistics for the most recent years available?  
R3: **This information is not available at this time.**
- Q4. Regarding page 9, point 12: Scope of Services, there is a mention of Individualized Education Plans and meetings with children. Does this mean there will be services provided to school districts?  
R4: **All services will be provided to Adams County Government.**
- Q5. Regarding page 9, point 12: Scope of Services, the bullet point related to on-site services reads, "Provide interpretation service during business hours and evenings as needed, with the majority of interpretation needed during evening hours" Is this correct, the majority of on-site services will be needed during evening hours? Adams County website states buildings close by 5:00 pm  
R5: **The County is seeking interpretation and translation services on an "as needed" basis, with services being provided during business hours, evenings and weekends.**
- Q6. Regarding page 9, point 12: Scope of Services, what is meant by, "Provide a 48 hours notice for unscheduled services" ?  
R6: **The County is seeking the offeror to provide a forty-eight (48) hour cancellation notice for all scheduled services.**

- Q7. Regarding page 9, point 12: Scope of Services, what is meant by, "Provide at least one (1) week notice for services scheduled in advance"?
- R7: The County schedule some services in advance giving a one week notice when we know the service will be required. Sometimes emergency meetings may occur with less notice.
- Q8. On the Vendor Information Form, what should be entered under "Enter the name of Adams County employee and/or Department/Elected Office requesting this form be completed"
- R8: This section can be left blank since this is a solicitation.
- Q9. What is the frequency of the request for interpreting during evenings, weekends, and holidays?
- R9: The County is seeking interpretation and translation services being provided twenty four hours/seven days a week. This includes the possibility of weekends, evenings and holidays. All services will be provided based upon the using departments needs.
- Q10. Who are the previous or incumbent vendors and what are their prices for each of the service categories per language?
- R10: The current vendors are One World Associates, Inc., and Language Line. To review these vendors rates, please request an open records request on the County website at [www.adcogov.org](http://www.adcogov.org).
- Q11. What are the challenges they faced in the service delivery?
- R11: The County challenge is the response time. We frequently need interpretation services within a two hour window based upon the services being provided in the community and the type of services being requested.
- Q12. Were they able to provide the services in all of the languages listed?
- R12: Yes, but occasionally struggled with less common languages.
- Q13. What is the value in Dollars that was spent for each category for translation, onsite interpreting, and telephonic interpreting for each of the past years?
- R13: This information is not available at this time.
- Q14. What are the frequently requested languages in the order of importance?
- R14: Frequently requested but not limited to – All are equally important, Spanish, sign language, Chinese, Nepalese dialects, Asian Languages, Indian, Arabic Languages, French, Russian, Farsi, Vietnamese, Hmong, Korean and Somali
- Q15. Can a vendor decline to provide a service for any of the language pair if he/she can't find an interpreter in any of the language pairs requested because of the lack of a professional interpreter in some rare languages?
- R15: The question is unclear on whether you are talking about before or after an award. If after the award, the offeror must be able to provide all services they were awarded for. If before the award; The County is seeking interpretation and translation services being provided twenty four hours/seven days a week. This includes the possibility of weekends, evenings and holidays. All services will be provided based upon the using departments needs.

Q16. How many vendors are you going to select?

R16: **The County reserves the right to award multiple awards from the solicitation.**

Q17. It was indicated that vendors can check for the addenda in Rocky Mountain Bid system web site. Can we get an email alert when an addendum or questions are answers are posted there or can we get the addendum directly through our email addresses?

R17: **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>**

Q18. As some of the forms required typing on them, please, can we get the RFP in a Word format?

R18: **The County does not provide fill-able form at this time.**

Q19. Should we wait to send you the proposal until all the addenda will be posted and if so what is the date that the last addendum will be posted? This is to make sure that we will have enough time for the preparation and sending it to you.

R19: **This is up to the offeror. It is always best to reference any addendums issued to ensure your proposal is updated with all required information being requested.**

Q20. Our plan is to provide interpreting services only 6 days /24 hours from Sundays to Fridays in any language. Is there a possibility that we will be awarded the contract, and would you recommend that we will submit you the proposal in this condition? The idea is that another vendor might cover that one day per week.

R20: **The County is seeking interpretation and translation services being provided twenty four hours/seven days a week. This includes the possibility of weekends, evenings and holidays. All services will be provided based upon the using departments needs. The County reserve the right to award multiple awards from this solicitation.**

Q21. For translation services, we can provide our services all the time.

R21: **Thanks, we will look forward to reading your proposal.**

Q22. Can we get a deadline extension for the proposal submission?

R22: **See Addendum One and Addendum Two for RFP submittal extensions.**

Q23. What is the estimated value of this contract?

R23: **The value of the agreement will be based upon the proposal received for this solicitation.**

Q24. Is there an incumbent vendor for these services? If yes, who is the vendor(s) and what rates do they provide for the services?

R24: **Reference Question 10 above response.**

Q25. What is the historical volume of each service required in this RFP?

R25: **Reference Question 3 above response. We are unable to provide this data at this time.**

Q26. What is the historical spend of each service required in this RFP?

R26: **Reference Questions 3 and 10 above response. We are unable to provide this data at this time.**

- Q27. Is there a primary reason for this RFP? For example: existing quality concerns, reduction to current price, or general contract terms requiring renewal?
- R27: **No. Adams County Board of Commissioners (BOCC) through its Purchasing Department is seeking the services of a qualified organization to provide translation and interpretation services, but not limited to other services on an "as needed" basis.**
- Q28. The RFP asks for information on linguist certifications. Would the vendors own internal testing/qualification process be comparable to interpreters possessing certifications and accreditations?
- R28: **If the offeror has accreditation to approve their own certification process. If so, please include information with your submitted proposal.**
- Q29. The RFP states that offerors can bid on interpretation only – within interpretation, can an offeror bid on telephonic only?
- R29: **Reference Question 2 above response.**
- Q30. If an offeror is only bidding on select services, how will the evaluation criteria be adjusted to account for that?
- R30: **The evaluation criteria are listed in descending order of importance. Based on the responses of the offerors, the panel may award zero points for no response to the criteria or up to the maximum specified if the offeror demonstrates in their proposal exceptional responses or abilities.**
- Q31. If multiple vendors are selected, how will the work will divided and what does your current disbursement strategy looks like?
- R31: **This will be based upon the proposals submitted. Currently this information is not availability.**
- Q32. How will cost be evaluated for rating offerors? Per service or overall cost?
- R32: **Both.**
- Q33. Will the unit cost be used or the unit cost times the quantities provided to come up with a total cost?
- R33: **See above question response.**
- Q34. What are the estimated annual minutes required for telephonic services?
- R34: **This data is unavailable at this time.**
- Q35. What is the average length of a call for telephonic interpretation?
- R35: **This data is unavailable at this time.**
- Q36. What are the volume estimates per language for telephonic interpretation?
- R36: **This data is unavailable at this time.**
- Q37. What are the estimated number of words needing translation?
- R37: **This data is unavailable at this time.**



Q38. What are the volume estimates per language for translation?

R38: **This data is unavailable at this time.**

Q39. Is it acceptable to fulfill the requirement of American Sign Language through a Video Remote Interpreting application rather than onsite?

R39: **Yes. We would prefer onsite. Unsure if we have the capability of video remote at this time.**

Q40. The RFP asks offerors to describe their ability to provide Simultaneous interpretation with equipment – what is the estimated number of requests that would require simultaneous interpretation and the types of scenarios?

R40: **This is a new service. This data is unavailable at this time.**

Q41. In the fee schedule – can an offeror submit their own pricing formats?

R41: **Yes, the offeror can submit their own fee schedule format.**

Q42. Section 9.2 on page 6 states that a vendor, “will not knowingly contract with an illegal alien” to perform the work. Does the county require all interpreters and translators to be U.S. based?

R42: **The County is asking all offerors to comply with this federal clause, if they are awarded an agreement from this solicitation.**

Q43. For document translation, what would be the anticipated volume of words needing translation per year? Will we be able to subcontract part of the scope of services to another vendor?

R43: **This data is unavailable at this time. Any subcontracting must be approved by the County.**

Q44. Regarding Insurance, Each Occurrence – this is fine; however, General Aggregate –Would \$1M per occurrence and \$1M aggregate be agreeable?

R44: **All insurance requirements will be discussed with the awarded agencies, when and if applicable.**

Q45. Regarding Scope of Services – could you please clarify the following bullets?

Offeror shall provide the following services for on-site services:

- Provide a 48 hour notice for unscheduled services

Q45: **Reference Question 6 above response.**

- What type of notice is the county seeking?

Q45b: **Offeror will be coordination all services with the requesting Project Manager**

- What does the county define as unscheduled services?

Q45c: **Reference Question 6 above response.**

- Provide at least one week notice for services scheduled in advance

Q45d: **Reference Question 7 above response.**

- What type of notice is the county seeking?

Q45e: **Reference response 45b above.**

- What does the county define as services scheduled in advance?

**Q45f: Reference Question 7 above response.**

- Participate in meetings for children with Individualized Education Plans as needed  
How does the county define participation in these meetings by the Interpreter? Industry standard is that the contracted practitioner would interpret IEP meetings, but would not participate.

**Q45g: The awarded offeror will be coordinating all services with the County Project Manager based on the type of interpretation being required.**

**Q46:** What are the major challenges the district has experienced with current providers (rates, quality, etc.)?

**R46: Reference Question 27 above response.**

**Q47:** Can you please provide the estimated number (or historical number) of hours that will be needed for Sign Language Interpreting?

**R47: This data is unavailable at this time.**

**Q48:** Can you provide the estimated number (or historical number) of requests that would be considered "emergency" requests that would come in after business hours (5 pm – 8 am Monday – Friday and weekends) requiring immediate dispatch of an interpreter?

**R48: This data is unavailable at this time.**

**Q49:** Who is the incumbent provider(s) for Sign Language Interpreting Services and what are the current rates for each requested service?

**R49: Reference Question 10 above response.**

**Q50:** What are your background check requirements for interpreters? How long does the process take?

**R50: Unsure of your question. The offeror is responsible for all background checks of their employees.**

**Q51:** Please share the specific background check needed and any costs associated.

**R51: Unsure of your question. The offeror is responsible for all background checks of their employees and any cost associated.**

**Q52:** What are your current rates for interpretation, over-the-phone interpretation, and translation services?

**R52: Unsure of your question. The County is seeking services and fees from qualified organizations to provide interpretation and translations services.**

**Q53:** What was the volume (hours/year) of on-site interpretation needed in 2016? Language mix?

**R53: This data is unavailable at this time.**

**Q54:** What was the volume (minutes per month) of over-the-phone interpretation needed in 2016? Language mix?

**R54: We do not have this data at this time.**

Q55. What was the volume (words/year) of translation needed in 2016? Language mix?

R55: **We do not have this data at this time.**

Q56. Can you confirm that you would like for participants to provide samples of previous interpretation work? If so, how shall those samples be supplied?

R56: **Attach samples of interpretation/translation services you have provided. Limit attachments to 3 (three) pages maximum.**

Q57. What are the common file types that are sent for translation?

R57: **Correspondence being sent to families**

Q58. Can you give an example of type of license or permit you're looking for in question #19?

R58: **The County is seeking the services of a qualified organization to provide translation and interpretation services, but not limited to other services on an "as needed" basis. The offeror needs to provide copies of their certifications or accreditation certificates**

Q59. How has over-the-phone interpreting been handled over the last five years?

R59: **The County has used the services of Language Line Interpretation Services**

Q60. Who are your current vendors for interpretation, over-the-phone interpretation, and translation?

R60: **Reference Question 10 above response.**

Q61. Can you confirm that our submission should contain the following materials, in this order?

- Cover page
- Executive summary
- Questions and answers to the 21 "Proposal Evaluation" questions
- Attachment of samples
- Certification/Expertise Certification Form (Attachment One)
- Fee Schedule (Exhibit A)
- Offeror's Certification of Compliance
- Offeror's Statement/signature page
- W9
- References
- Vendor information form

R61: **Please refer to the Submittal Checklist in the solicitation**

Q62. Proposals -Format asks for a copy of the proposal to be on a CD. Are we able to send this on a flash drive in lieu of the CD?

R62: **Yes.**

Q63. Scope of Services. "Offeror will be responsible for submitting all billing and supporting documentation, such as sign in/out sheets to include dates, time, and length of each call or service, language of interpretation..." We include all of this information on our invoices. Will that be sufficient?

R63: **Yes, also you will need the name of client(s) served.**

Q64. "Provide a 48 hours' notice for unscheduled services." Can you please clarify what you mean by *unscheduled services*?

R64: Reference Question 6 above response.

Q65. "Provide at least one (1) week notice for services scheduled in advance." Can you please clarify this, as well?

R65: Reference Question 7 above response.

Q66. Rate of payment. Again, all of the information regarding the assignment is included on the invoice. Will that suffice? Because of confidentiality, our interpreters do not carry anything in writing.

R66: The awarded Offeror will be coordination all invoices with the Project Manager.

Q67. Does Adams County (AC) have an incumbent vendor? If so, who is it?

R67: Reference Question 10 above response.

Q68. If AC is currently purchasing interpreting services, can you provide the current pricing schedule in use?

R68: Reference Question 10 above response.

Q69. For assignments lasting more than one hour, it is industry standard practice to assign two interpreters. Is this acceptable to AC?

R69: We often do not know how long we will need interpreters so this would be hard to predict. In the past year we always have one interpreter for two (2) hours, we have never had two (2) people.

Q70. In attachment one, paragraph three, AC requests translation samples. If all offerors provide different samples there is no way to effectively compare one sample to another. Can AC provide a short sample to be translated in order to establish a baseline for comparison?

R70: Unsure of your question. Please provide an example of the forms your organization uses as a part of your proposal.

Q72. What languages has AC used in the past (besides ASL and Spanish) and in what proportion?

R72: Reference Question 14 above response.

Q73. Do you expect to make multiple awards?

R73: Reference Question 16 above response.

Q74. The RFP doesn't address remote video interpretation. Is this something you would consider as part of the overall language access plan?

R74: The Offeror can proposal all services they provide. The County sites do not have the capacity for this type of service.

- Q75.** SCOPE of SERVICES; "On-going training for personnel providing interpretation and translation services on cultural competency, ethical and professional standards, principles of interpretation and translation, and terminology specific to County settings." To provide ongoing training means that the interpreters must be employees of the offeror, since one can't require this of independent contractor translators and interpreters. Are you requiring the offeror to employ their interpreters/translators?
- R75:** No.
- Q76.** SCOPE of SERVICES; "Offeror will be responsible for providing interpretation and translation service twenty-four hours (24/7) seven days a week to assist the County with interpretation and translation services as required." Does this include onsite interpreters?
- R76:** Yes.
- Q77.** SCOPE of SERVICES; "Offeror shall provide the following services for over the phone interpretation: All calls must be with live agents." Please clarify what is meant, the call answered by live agents or that the interpreter must be a live agent?
- R77:** Both. The interpreter must be a live agent.
- Q78.** Who are your current vendors for each service?
- R78:** Reference Question 10 above response.
- Q79.** What is your annual spend for each service?
- R79:** This data is unavailable at this time.
- Q80.** What are the first five most frequently languages requested for translation?
- R80:** Reference Question 14 above response.
- Q81.** Who will be the contact department or person for requests and linguistic clarifications? What is the most common flavor used for Spanish. Do you have any written preference for Chinese, Simplified/Traditional?
- R81:** Awarded offeror will coordinate all services with the County Project Manager. Reference Question 14 above response.
- Q82.** What preference do you have for spoken Chinese, Cantonese or Mandarin?
- R82:** Whatever the language is of the parent
- Q83.** What about other languages like French and Arabic what is the flavor preference?
- R83:** We do not have this data. Whatever the language is of the parent
- Q84.** How many words or documents are requested through the year? (Metrics are dictated by word count, but not everyone is aware of it).
- R84:** This data is unavailable at this time.
- Q85.** What type of documents are requested. For example: class to parents communication, curriculum, IEP's, marketing pieces, press releases, enrollment guides, community meetings presentations, lunch menus?
- R85:** Yes, all correspondence to families and for court reports.

**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL  
2017.322**

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**TRANSLATION AND INTERPRETATION  
SERVICES**

**ADDENDUM ONE (1)**

**Addendum One (1) Issuance Date:** Tuesday, April 4, 2017

**RFP Opening Date:** Wednesday, April 12, 2017

**RFP Opening Time:** 4:00 p.m.

**RFP Opening Place:** Adams County Administration  
Building, 4430 South Adams County  
Parkway, 4<sup>th</sup> Floor, Purchasing  
Department Brighton, Colorado,  
80601



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**ADAMS COUNTY**  
**COLORADO**

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**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:

A&A Languages, LLC

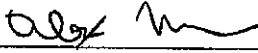
3/27/17

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

Alex Uvarov

\_\_\_\_\_  
Name (Print or Type)

  
\_\_\_\_\_  
Signature

Vice-President

\_\_\_\_\_  
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.



## REQUEST FOR PROPOSAL

2017.322

### INTERPRETATION AND TRANSLATION SERVICES

#### 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.

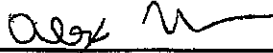
WE, THE UNDERSIGNED, HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 through Addenda # 1  
(If None, Please write NONE)

A&A Languages, LLC  
Company Name

April 5, 2017  
Date

5458 S. Hannibal Way  
Address

  
Name and Signature of Authorized Person

Centennial, CO 80015  
City, State, Zip Code

Alex Uvarov  
Printed Name

Arapahoe  
County

Vice-President  
Title

303-960-6543  
Telephone

720-870-4555  
Fax

Alanguages@aol.com  
E-mail Address



**EXHIBIT A**

(All Documents following this page of the Agreement)

Exhibit:

1. RFP 2017.322 Scope of Work

**EXHIBIT A**  
**ADAMS COUNTY FORMAL REQUEST FOR PROPOSAL**  
**2017.322**

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**TRANSLATION AND INTERPRETATION SERVICES**

**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:**  
Wednesday, March 22, 2017

**Written questions regarding this RFP will be accepted through  
Tuesday, March 28, 2017  
by 2:00 p.m.**

**RFP Opening Date:**  
Thursday, April 6, 2017  
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.

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## GENERAL INSTRUCTIONS

Adams County Board of Commissioners (BOCC) through its Purchasing Department is seeking the services of a qualified organization to provide translation and interpretation services, but not limited to other services on an "as needed" basis.

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-HE-2017-322** 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](mailto:hellis@adcogov.org)** until the close of business on or before, Tuesday, March 28, 2017, 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., Thursday, April 6, 2017.
  - 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**, excluding the solicitation required signed pages, the front and back cover, and appendices including the fee schedule. Submit only on single sided, single column typed 8.5" x 11" size paper. The page count limitation applies to the actual technical proposal contained in the submittal. There is a minimum twelve (12) point font requirement for the basic text of the entire proposal submittal. Any charts, graphs, table of organizations, etc., must be of readable size. Appendices can be used.
  - 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. Proposal 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**

### **11. STATEMENT AND SCOPE OF SERVICES**

The County experience individuals with language barriers and who are unable to read, write, or speak English, and are deaf/hearing impaired. To better assist this population face-to-face interpretation and translation services are required to support the diverse culture of Adams County's community who speak various languages at specified locations, and often at short notices.

The County's goal is to work cooperatively with families and to provide services intended to keep families together. Working in collaboration with community agencies, as well as law enforcement and Court, allegations of child maltreatment are addressed through services designed specifically to identify and protect victims from further abuse. Provide efficient and effective in person (face to face) interpretation and translation services to families or individuals experiencing language related barriers. To assist the County's with interpretation and translation services the offerors services must be on call and available 24/7.

Families and individuals involved with our services will receive direct service from a caseworker, combined with services from the community and/or other service providers. Examples of some services provided include:

- Substance abuse treatment
- Mental health treatment
- Home-based services
- Life skills services
- Sexual abuse treatment
- Domestic violence treatment

### **12. SCOPE OF SERVICES:**

To better assist this population, face to face interpretation and translation services are required to serve clients at specified locations. Often times, language barriers are not known prior to making contact with a family or individual. In these situations, having a timely response from the offeror is critical to completing the assessment to determine if children are safe to remain in the home or another intervention is required. Therefore, response time is a critical component of this service.

The offeror will be responsible for providing interpretations and translation services, but not limited to other services on an "as needed" basis.

- The offeror will be responsible for providing qualified and experienced professional interpreters and translators.
- Services performed will demonstrate proficiency levels that range from the ability to speak the language with sufficient structural accuracy and vocabulary.



- Offerors interpreters and translators will participate effectively in most formal and informal conversations on practical, social, and professional topics to the maximum proficiency level with specific subject-matter or technical level competency.
- Services may include on-site-in-person interpretation, translation for legal-court appearances, and translation of documents.
- Offeror will be responsible for providing interpretation and translation service twenty-four hours (24/7) seven days a week to assist the County with interpretation and translation services as required.
- Offeror interpreters and translators must possess at a minimum one year of specialized experience in interpreting, translating, or other work requiring the use of English, and the foreign language of which the interpretation/translation is being provided.
- Offerors interpreters and translators must possess native or near native level fluency in foreign languages, as well as fluency in English, and must be fluent in at least two (2) languages.
- Offeror interpreters and translators must demonstrate skills in their own culture and language of clients and provide clear, concise, and accurate translations.
- Offeror interpreters and translators must possess good communication, written, and customer service skills and demonstrate a commitment to meeting deadlines.
- Offeror interpreters and translators must be able to participate effectively in most formal and informal conversations on practical, social, and professional topics to the maximum proficiency level with specific subject-matter or technical level competency.
- Offeror interpretation and translation services may include: on-site, face-to face, telephone, translation for legal-court appearances, and translation of documents.
- Offeror must provide pre-qualified, tested and industry-assigned language professionals to all interpretation occurrences
- Offeror will be responsible for coordinating all interpretation and/or translation services through the County assigned staff member leading the meeting.
- Offeror will be responsible for submitting all billing and supporting documentation, such as sign in/out sheets to include dates, time, and length of each call or service, language of interpretation, cost per call or service, total of monthly usage, and total number of calls or service monthly.
- Offeror shall have a flexible schedule to accommodate program needs to include attending meetings, working during days, evenings and weekends.
- Offeror will be required to perform/provide the following:
  - Experienced interpretation and/or translation services (including sign language).
  - Provide interpretation and/or translation services on an as needed basis.
  - Travel to locations throughout Denver Metro Area, including visits at a client's home.
  - Ensure the confidentiality of the interpretation and translation services provided.
  - Work with County clientele and employees in a professional manner.

- Transfer translation documents through use of fax machines and e-mail.
- On-going training for personnel providing interpretation and translation services on cultural competency, ethical and professional standards, principles of interpretation and translation, and terminology specific to County settings.
- Offeror shall provide the following services for on-site services:
  - Provide interpretation services in Spanish.
  - Provide interpretation services in other languages as needed.
  - Provide interpretation service during business hours and evenings as needed, with the majority of interpretation needed during the evening hours.
  - Ensure that interpretations services are available for scheduled services.
  - Provide sufficient notice if interpretations services will not be provided.
  - Provide a 48 hours notice for unscheduled services.
  - Provide at least one (1) week notice for services scheduled in advance.
  - Participate in meetings for children with Individualized Education Plans as needed.
  - Provide interpretation for presentations/workshops for parents/guardians and children, when required.
- Offeror shall provide the following services for over the phone interpretation:
  - Provide interpretation services in Spanish.
  - Provide interpretation services in other languages as needed.
  - Provide interpretation service during business hours and evenings as needed.
  - Provide accurate and courteous interpretations of all calls connected from the County.
  - Provide a toll-free phone number for the connection process.
  - Connections time to reach an interpreter should be minimal.
  - All calls must be with live agents.
- **Definitions**
  - **Deaf/Hearing Impaired** – An individual lacking or deficient in the sense of hearing.
  - **Language Barrier** – A person experiencing difficulties communicating in English while obtaining available social services. This may be due to their inability to speak English or to effectively communicate in English.
  - **Interpret** – To explain or present in understandable terms.
  - **Interpretation** – The conversion of live speech from one language into another.
  - **Interpreter** – An individual paid to listen to a person speaking in one language and converse the spoken words to another individual(s), in that individual(s)'s language (For the purpose of this solicitation, face to face interpretation will be required).
  - **Sign Language** – A formal language utilizing the technique of hand gestures for communication.
  - **Translate** – To convert text into one's own or another language.
  - **Translation** – The conversion of written text from one language into another.
  - **Translator** – An individual paid to convert written text from one language to another

13. **Fee's**  
The offeror must submit fees under a separate cover 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.
14. **Reports**  
Offeror will be responsible for coordinating with the County's Project Manager all service reports, and summary information during the agreement term.
15. **Compliance with Applicable Law**  
Federal and State Law: The Offer shall at all times during the execution of the agreement strictly adhere to, and comply with, all applicable Federal and Colorado State laws and their implementing regulations as they currently exist and may hereafter be amended, which laws and regulations are incorporated herein by this reference as terms and conditions of the agreement.  
The offeror also shall require compliance with such laws and regulations by subcontractors under subcontracts permitted under the agreement.
16. **Rate of payment**  
Fee for service agreement will be awarded. Payment will be made only after the written reports are received.
17. **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.
18. **Term**  
The term of the awarded agreement will be is one (1) year from date of the fully executed date. 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.
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. **Disclosurw-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. Standards 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 service.

**23. 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.

**24. 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.

**25. 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.

**26. Compliance with Laws**

During the performance of the scope of services under the awarded Agreement, the offeror agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The offeror hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. The offeror 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 offeror expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of

1996 (HIPAA) when exposed to or provided with any data or records under the awarded agreement that are considered to be "Protected Health Information."

**27. Supplemental Federal Provisions – (FFATA) – Section below:**

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 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, offeror 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.** Offeror shall report data elements to SAM and to the Prime Recipient as required in §7 below if offeror is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to offeror for providing any reports required under these Supplemental Provisions and the cost of producing such reports shall be included in the agreement fees. 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 offeror'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 offeror is a Subrecipient, offeror shall report as set forth below.
- 7.1 **To SAM.** 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.