ADAMS COUNTY, COLORADO
PURCHASE OF SERVICE AGREEMENT

THIS AGREEMENT ("Agreement") is made this 4th day of April 2013, by and between the Adams County Board of County Commissioners, located at 4430 South Adams County Parkway, Brighton, Colorado 80601, hereinafter referred to as the "County," and Denovo Ventures, LLC, located at 6328 Monarch Park Place, Niwot, CO 80503, 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 RFP and the Contractor’s response to the RFP 2013.009 and the milestone schedule attached hereto as Exhibit A, and incorporated herein by reference. Should there be any discrepancy between Exhibit A and this Agreement the terms and conditions of this Agreement shall prevail.

1.2. Emergency Services: In the event the Adams County Board of County Commissioners declares an emergency, the County may request additional services (of the type described in this Agreement or otherwise within the expertise of Contractor) to be performed by Contractor. If County requests such additional services, Contractor shall provide such services in a timely fashion given the nature of the emergency, pursuant to the terms of this Agreement. Unless otherwise agreed to in writing by the parties, Contractor shall bill for such services at the rates provided for in this Agreement.

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

3. TERM:

3.1. Term of Agreement: The term of this Agreement shall be for one year from the date of this Agreement.

3.2. Extension Option: The County, at its sole option, may offer to extend this Agreement as necessary for up to two, one year extensions providing satisfactory service is given and all terms and conditions of this Agreement have been fulfilled. Such extensions must be mutually agreed upon in writing by the County and the Contractor, and approved by the Adams County Board of County Commissioners.
4. **PAYMENT AND FEE SCHEDULE:** The County shall pay the Contractor for services furnished under this Agreement, and the Contractor shall accept as full payment for those services, the sum of: one hundred sixty dollars ($160.00) per hour, not to exceed a total contract amount of forty-eight thousand dollars ($48,000.00).

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. The County is subject to the revenue and spending limitations of the Taxpayer's Bill of Rights (TABOR), Colorado Constitution, art.X, §20, and § 29-1-301, C.R.S., as amended.

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.

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

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

8.1. **Commercial General Liability Insurance:** to include products liability, completed operations, contractual, broad form property damage and personal injury.
8.1.1. Each Occurrence: $1,000,000
8.1.2. General Aggregate: $2,000,000

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

8.2.1. Bodily Injury/Property Damage: $1,000,000 (each accident)
8.2.2. Personal Injury Protection: Per Colorado Statutes

8.3. Workers' Compensation Insurance: Per Colorado Statutes

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

8.4.1. Each Occurrence: $1,000,000
8.4.2. This insurance requirement applies only to 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, comprehensive automobile liability, and professional 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 coverages or policies required under this Agreement.

9. **TERMINATION:**

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

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

10. **MUTUAL UNDERSTANDINGS:**

10.1. **Jurisdiction and Venue:** The laws of the State of Colorado shall govern as to the interpretation, validity, and effect of this Agreement. The parties agree that jurisdiction and venue for any disputes arising under this Agreement shall be with the 17th Judicial District, Colorado.

10.2. **Compliance with Laws:** During the performance of this Agreement, the Contractor agrees to strictly adhere to all applicable federal, state, and local laws, rules and regulations, including all licensing and permit requirements. The parties hereto aver that they are familiar with § 18-8-301, et seq., C.R.S. (Bribery and Corrupt Influences), as amended, and § 18-8-401, et seq., C.R.S. (Abuse of Public Office), as amended, and that no violation of such provisions are present. Contractor warrants that it is in compliance with the residency requirements in §§ 8-17-101, et seq., C.R.S. Without limiting the generality of the foregoing, the Contractor expressly agrees to comply with the privacy and security requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

10.3. **OSHA:** Contractor shall comply with the requirements of the Occupational Safety and Health Act (OSHA) and shall review and comply with the County’s safety regulations while on any County property. Failure to comply with any applicable federal, state or local law, rule, or regulation shall give the County the right to terminate this agreement for cause.
10.4. **Record Retention:** The Contractor shall maintain records and documentation of the services provided under this Agreement, including fiscal records, and shall retain the records for a period of three (3) years from the date this Agreement is terminated. Said records and documents shall be subject at all reasonable times to inspection, review, or audit by authorized federal, state, or County personnel.

10.5. **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:

Department: Adams County Human Resources  
Contact: Terri Lautt  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6078  
E-mail: tlautt@adcogov.org

Department: Adams County Purchasing  
Contact: Jennifer Tierney  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601  
Phone: 720-523-6049  
E-mail: jtierney@adcogov.org

Department: Adams County Attorney's Office  
Address: 4430 South Adams County Parkway  
City, State, Zip: Brighton, Colorado 80601
10.9. Integration of Understanding: This Agreement contains the entire understanding of the parties hereto and neither it, nor the rights and obligations hereunder, may be changed, modified, or waived except by an instrument in writing that is signed by the parties hereto.

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

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

11. CHANGE ORDERS OR EXTENSIONS:

11.1. Change Orders: The County may, from time to time, require changes in the scope of the services of the Contractor to be performed herein including, but not limited to, additional instructions, additional work, and the omission of work previously ordered. The Contractor shall be compensated for all authorized changes in services, pursuant to the applicable provision in the Invitation to Bid, or, if no provision exists, pursuant to the terms of the Change Order.

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

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

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

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

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

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

12.6. If Contractor obtains actual knowledge that a subcontractor performing work under this public contract for services knowingly employs or contracts with an illegal alien, the Contractor shall: notify the subcontractor and the County within three 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.
IN WITNESS WHEREOF, the Parties have caused their names to be affixed hereto:

JIM ROBINSON,
COUNTY ADMINISTRATOR

[Signature]
Chair

DENONO VENTURES LLC

[Signature]
Name:

[Signature] (March 27, 2013)
Date:

Title: CVP - Member

Attest:
Karen Long, Clerk and Recorder

[Signature]
Deputy Clerk

Approved as to Form:

[Signature]
Adams County Attorney’s Office

NOTARIZATION:

COUNTY OF Boulder ) SS.
STATE OF COLORADO )

Signed and sworn to before me this 27th day of March, 2013,

[Signature]
Notary Public

My commission expires on: 02/02/2015

[Seal]
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:

Denovo Ventures, LLC

Date

3/27/10

Name (Print or Type)

William J. Heiser

Signature

EVP - Member

Title

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

1. The Adams County Board of Commissioners by and through its Purchasing Manager is accepting proposals for Oracle JDE EnterpriseOne Consultant Services.

   All RFP, Bid, Addendum or other documents related to this RFP will be posted on the Rocky Mountain Bid System at: http://www.govbids.com/scripts/co1/public/home1.asp?utm_medium=referral&utm_source=ADA84CO&utm_campaign=web_site

1.1. Vendors must register with this service to receive these documents.
1.2. This service is offered free or with an annual fee for automatic notification services.

2. Written questions may be submitted through January 23, 2013. All questions are to be submitted to Mr. Loren Limhoff, Purchasing Manager by E-mail at limhoff@adcogov.org.

3. An addendum to answer all questions will be issued no later than January 28, 2013

4. Proposals

4.1. Sealed proposals for consideration will be received at the office of the Purchasing Manager, Adams County Administration Building, 4430 South Adams County Parkway, Fourth Floor, Brighton, Colorado, 80601, up to 2:00 P.M. February 5, 2013, at this time the names of the companies submitting proposals will be read out loud. The proposal opening time shall be according to our clock. Proposals may be mailed or delivered in person, but must be in a sealed envelope. No proposals will be accepted after the time and date established above, except by written addenda.

4.2. The proposal must be submitted on a CD in a single file PDF Format. Brochures or other supportive documents may be included with the proposal narrative.

4.3. The two proposal signature pages “CONTRACTOR’S CERTIFICATION OF COMPLIANCE” Pursuant to Colorado Revised Statute (C.R.S.), § 8-17.5-101, et. seq., as amended 5/13/08 and the “PROPOSAL FORM” acknowledging the receipt of addendum(s) must be signed and included within the file on the CD. These are the last two pages of the RFP.

4.4. Proposals may not be withdrawn after date and hour set for closing. Failure to enter contract or honor the purchase order will be cause for removal of
supplier's name from the Vendor's List for a period of twelve months from the date of this opening.

4.5. In submitting the proposal, the vendor agrees that acceptance of any or all proposals by the Purchasing Manager within a reasonable time or period constitutes a contract. No delivery shall become due or be accepted unless a purchase order shall first have been issued by the Purchasing Department.

4.6. The County assumes no responsibility for late deliveries of mail on behalf of the United States Post Office or any other delivery system.

4.7. The County assumes no responsibility for failure of any telephone equipment, either within its facilities or from outside causes.

4.8. The County assumes no responsibility for quotations being either opened early or improperly routed if the envelope is not clearly marked on the outside: JDE HR Consultant.

4.9. In the event of a situation severe enough to cause the Adams County Board of Commissioners to close Adams County Offices for any reason, the Purchasing Manager has the prerogative of rescheduling the proposal opening time and date. No proposal will be considered above all other proposals by having met the proposal opening time and date requirements to the exclusion of those who were unable to present their proposal due to a situation severe enough to cause the Commissioners to close the Adams County Offices.

4.10. Proposals must be furnished in the format described by Adams County. Failure to proposal in the format provided may be cause for rejection of the proposal. Proposals must be furnished exclusive of taxes.

4.11. No award will be made to any person, firm or corporation that is in arrears upon any obligation to the County.

4.12. 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.

4.13. 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 any proposal which does not meet bonding requirements, or proposals which do not furnish the quality, or offer the availability of materials, equipment or services as required by the specifications, description or scope of services, or proposals from offerors who lack experience or financial responsibility, or proposals which are not made to form. The County reserves the right not to
award proposals to the lowest and most responsive and responsible offeror, and
may require new proposals.

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

4.15. Issuance of this invitation does not commit Adams County to award any
contract or to procure or contract for any equipment, materials or services.

4.16. If a formal contract is required, the Proposer agrees and understands a Notice of
Award does not constitute a contract or otherwise create a property interest of
any nature until an Agreement is signed by the awardee and the Board of
County Commissioners.

4.17. Only sealed proposals received by the Purchasing Department will be accepted;
proposals submitted by telephone, telegram or facsimile machines are not
acceptable.

5. Adams County is an Equal Opportunity Employer.

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

6.1. Commercial General Liability Insurance: to include products liability, completed
operations, contractual, broad form property damage and personal injury.
   6.1.1. Each Occurrence $1,000,000
   6.1.2. General Aggregate $2,000,000

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

6.3. Workers' Compensation Insurance: Per Colorado Statutes

6.4. The Contractor's commercial general liability, comprehensive automobile and
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:
   6.4.1. Underwriters shall have no right of recovery or subrogation against the
County, it being the intent of the parties that the insurance policies so affected
shall protect both parties and be primary coverage for any and all losses
resulting from the actions or negligence of the Contractor.
6.4.2. 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.

6.4.3. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

6.5. 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.

6.6. 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.

6.7. 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.

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

6.9. All referenced insurance policies and/or certificates of insurance shall be issued to include Adams County as an "additional insured." The name of the proposal or project must appear on the certificate of insurance.

6.10. Underwriters shall have no right of recovery or subrogation against Adams County; it being the intent of the parties that the insurance policies so affected shall protect both parties and be primary coverage for any and all losses covered by the described insurance.

6.11. The clause entitled "Other Insurance Provisions" contained in any policy including Adams County as an additional insured shall not apply to Adams County.

6.12. The insurance companies issuing the policy or policies shall have no response against Adams County for payment of any premiums due or for any assessments under any form of any policy.
6.13. Any and all deductibles contained in any insurance policy shall be assumed by and at the sole risk of the Contractor.

6.14. If any of the said policies shall be or at any time become unsatisfactory to the County as to form or substance, or if a company issuing any such policy shall be or at any time become unsatisfactory to the County, the Contractor shall promptly obtain a new policy, submit the same to the Purchasing Manager of Adams County for approval and thereafter submit a certificate of insurance as herein above provided. Upon failure of the Contractor to furnish, deliver and maintain such insurance as provided herein, this contract, at the election of the County, may be immediately declared suspended, discontinued or terminated. Failure of the Contractor in obtaining and/or maintaining any required insurance shall not relieve the Contractor from any liability under the contract, nor shall the insurance requirements be construed to conflict with the obligations of the Contractor concerning indemnification.

7. 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.

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

8.1. 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.

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

8.3. 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.

8.4. 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.

8.5. 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.

8.6. 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.

8.7. 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).

8.8. If Contractor violates this Section, of this Agreement, the County may terminate this Agreement for breach of contract. If the Agreement is so terminated, the Contractor shall be liable for actual and consequential damages to the County.

**End General Information**

9. **Scope of Work: Description of Project and Overview**

9.1. The Adams County Human Resources Department (HR) is seeking proposals from qualified experienced Information Technology Staffing firms interested in supplying Oracle JD Edwards EnterpriseOne Version 9.0, Tool Set 8.98 HR / Payroll Technical consultants. The objectives are:

9.1.1. Evaluate and document current County HR / Payroll practices
9.1.2. Provide training to HR staff in utilizing JDE E1 HR and Payroll functions
9.1.3. Documenting and aid in HR/Payroll Configurations
9.1.4. Trouble shooting HR systems

9.2. The County anticipates needing the Consultant for 40 hours per week for 2 months beginning in February of 2013.
9.3. The County currently uses Oracle JD Edwards EnterpriseOne Version 9.0. The County will be migrating to JDE Version 9.1 utilizing the 9.1 Tool set during the second quarter of 2013.

9.4. The County may award multiple contracts that will allow work to be performed on an “as-needed basis.” The contracts will allow the County to maintain a high level of support and responsiveness to mission critical systems for Human Resources / Payroll, and Employee Benefits. As the need arises for individual projects awarded firms may be asked to provide a fee proposal based on their fee/rate sheet submitted in this RFP.

10. Proposal Submittals:

10.1. Contractor shall list at least 3 similar projects completed in the past 36 months including:

10.1.1. Location of project
10.1.2. Size of project
10.1.3. Contact name
10.1.4. Contact number

10.2. The names and resumes of the consultants who will be providing the services outlined in section 9 of this RFP.

10.3. Any special provisions that the County needs to be aware of prior to start of work.

10.4. Any other information the Contractor would like to provide that may be of interest to the evaluation committee.

10.5. The County reserves the right to short list the submitting firms and request interviews prior to selecting firms to awarded agreements.

11. Selection Criteria:

11.1. Ability of the firm(s) to meet or exceed the requirements defined in the RFP including:

11.1.1. A general overview of your firm’s capabilities and range of services offered.
11.1.2. Submit evidence of the capacity of your firm to accomplish the work.

11.2. Qualifications, Resume and experience of key personnel are proposing, highlighting specific experience in Oracle Enterprise One consulting in government or non-profit environments.
11.3. Geographic location of key personnel proposed. Front Range consultants are preferred.

11.4. Completeness of the response to the RFP.

11.5. Hourly rates of personnel inclusive of all incidental charges including travel expenses, meals, mileage etc.

11.6. The County reserves the right to contract with more than one consulting firm

11.7. Interviews may be required.
12. Hourly Fee Schedule

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<tbody>
<tr>
<td>Human Resources Consultant</td>
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<tr>
<td>Payroll Consultant (if different from HR Consultant)</td>
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</tr>
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</table>

13. Note: The respondent acknowledges and agrees that the above stated fees, mark-ups and schedule shall become conditions of the Contract Agreement and shall remain firm for a period of 1 year. Individual project fees throughout the year will be based on the above rates.

14. The County may extend this agreement for up to two one year extensions.
CONTRACTOR’S CERTIFICATION OF COMPLIANCE

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

CONTRACTOR:

__________________________________________            ____________
Company Name                                        Date

__________________________________________
Name (Print or Type)

__________________________________________
Signature

__________________________________________
Title

Note: Registration for the E-Verify Program can be completed at: https://www.vis-dhs.com/employerregistration. It is recommended that employers review the sample “memorandum of understanding” available at the website prior to registering.
PROPOSAL FORM
2013.009 JD Edwards EnterpriseOne Human Resource / Payroll Consulting Services

VENDOR'S STATEMENT

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

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda #________________________ Addenda #________________________
If None, Please write NONE.

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### Human Resources JDEwodrs Projects

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<td>Enrollment with eligibility</td>
<td>Setup Enrollment with Eligibility rules for daily benefits processing. Must be completed prior to going live with Employee self service benefit enrollment.</td>
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<td>Retiree Health Care</td>
<td>Request a Crystal Report to pull data from JDE to create a standard Benefit Statement for retirees. Currently a manual process in word.</td>
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<td>HIPAA Notice Crystal Report</td>
<td>Request Certificates of Creditable coverage notices for terminated employees and qualified dependents to be moved into Crystal. Currently a manually process.</td>
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<td>Pauline Hohn</td>
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<td>5</td>
<td>Qualified Medical Child Support</td>
<td>Soft Error code when dependents covered under a QMCSO are terminated in the system</td>
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<tr>
<td>5</td>
<td>Orders</td>
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<td>Pauline Hohn</td>
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Adams County, CO

Response to RFP 2013.009 for Oracle JD Edwards EnterpriseOne Version 9.0 Using Tool Set 8.98
Human Resources Technical Consulting

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**Document Demographic Table**

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<td>Denovo Contact</td>
<td>Aaron Webb, Senior Account Executive</td>
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<td>Denovo Ventures, LLC</td>
</tr>
<tr>
<td></td>
<td>6328 Monarch Park Place</td>
</tr>
<tr>
<td></td>
<td>Niwot, CO 80503</td>
</tr>
<tr>
<td></td>
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</tr>
<tr>
<td></td>
<td>Mobile 303-514-4090</td>
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<tr>
<td></td>
<td><a href="mailto:awebb@denovo-us.com">awebb@denovo-us.com</a></td>
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**Logos:**
- Oracle: Platinum Partner
- GSA: Schedule 70 - GS-35F-0026Y
February 5, 2013

Loren Imhoff, Purchasing Manager
Adams County Administration Building
4430 South Adams County Parkway
Fourth Floor
Brighton, CO 80601

Dear Mr. Imhoff:

Denovo Ventures, LLC ("Denovo") is pleased to submit our response to Adams County for your RFP No. 2013.009 for Oracle JD Edwards EnterpriseOne Version 9.0 Using Tool Set 8.98 Human Resources Technical Consulting Services. With a core focus on providing progressive, comprehensive solutions to JD Edwards public sector customers Denovo understands your set of requirements and goals, and is uniquely qualified for this opportunity. We have the proven software, team, and expertise to make this project a resounding success.

Denovo is a private Colorado-based limited liability corporation for profit that provides professional services centered around Oracle’s JD Edwards applications and technology. Denovo acquired AMX International in September of 2012. Both Denovo and AMX have provided resources for the County in the past and we look forward to continuing our success full partnership. Our primary operations and data center is located in Niwot, Colorado and our corporate offices in Laguna Niguel, California.

Denovo, an Oracle Platinum Partner and is Oracle’s premiere “go to” partner for JD Edwards public sector customers. We have completed over 500 successful projects for public sector customers. This includes over 60 projects with client on release 9.0 and higher. Our 175+ Oracle Certified consultants have the necessary JD Edwards and industry experience to ensure success of this important project.

I will be your primary contact for this project and will be available for correspondence during the submittal evaluation, including contract negotiations. I can be reached at 303-221-4148 (office), 303-514-4090 (cell) or at awebb@denovo-us.com.

We are able to meet the insurance requirements specified in the RFP, and if awarded will maintain such insurance throughout the length of the project.

All fees, mark-ups and schedules included in this proposal shall become conditions of the Contract Agreement and shall remain firm for a period of 1(one) year.

We look forward to working with you and continuing a long-term mutually beneficial relationship. Thank you again for your time and consideration.

Sincerely,

Aaron Webb
Senior Account Executive
Office 303-221-4148
Mobile 303-514-4090
awebb@denovo-us.com
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Proposal Submittal Requirements

Similar Projects

10.1. Contractor shall list at least 3 similar projects completed in the past 36 months including:
   10.1.1. Location of project
   10.1.2. Size of project
   10.1.3. Contact name
   10.1.4. Contact number

Sheboygan County, WI
HCM and Payroll Installation, JDE 9.1 Application and Tools Upgrade
Pam Kacmarynski, Controller
920-459-3012
kacmapak@co.sheboygan.wi.us

City of Fort Collins, CO
CNC and Application Support
Jamie Heckman, Management Information Services
970-221-6636
jheckman@fcs.gov

City of Lakewood, CO
Application Support Services
Terri Kindsfather, Contract Administrator, CPPB, CPIM
303-987-7673
terkin@lakewood.org

Resources

10.2. The names and resumes of the consultants who will be providing the services outlined in section 9 of this RFP.

You will find that our resources have many years of experience implementing EnterpriseOne for customers. That experience can provide Adams County with confidence that industry best practices that you desire will be integrated into every critical process that you manage. The consulting experts that we provide have a thorough understanding of our implementation methodology, they know how critical change management is in a successful project, and have many successful implementations under their belt. We are proposing the below individuals. We have included their resumes in the Appendix of this proposal.

Karen Sweetalla
Kevin Lancaster
Carla Hile

10.3. Any special provisions that the County needs to be aware of prior to start of work.

We welcome the opportunity for the County to interview the three candidates we are proposing. Denovo has a deep and revolving bench of HCM consultants. The three we are proposing have the most availability and are well suited for the scope of work you are proposing.
Denovo Ventures, LLC (dba Denovo) was founded in 2003 as limited liability company (LLC) by a group of former Oracle/JD Edwards Executives with the vision of providing the highest level of service possible to the customers that we serve. Our company has enjoyed consistent growth, with over 200 employees. Denovo is a Professional Services and Technology Firm committed to making our clients operationally stronger. Through the success of providing innovative solutions to our clients Denovo expanded its technology and business solutions in 2005 and 2007 to include Managed Services, Hosting and Cloud Computing. We combine world-class enterprise system implementation, integration, hosting and cloud services expertise, with a deep understanding of business processes and industry best practices, to build effective, technology-driven, business solutions.

Denovo is an Oracle Platinum Level Partner. Denovo has a strong heritage in tier one enterprise ERP and third party software implementations. Our team of highly experienced Oracle certified professionals and our industry leading Process Before Technology™ methodology provide a proven, cost-effective combination to deliver solutions that drive better business results.

From the Oracle/JD Edwards origins of our senior management team through the deep product and commercial sector experience of our PMP-certified project managers and Oracle-certified technical and functional consultants, our team is highly competent and able to guide this important project with Westmorland Coal to a successful completion.

Client Focused

Our value proposition is about you. We want to help you to improve customer satisfaction. We want to make you more competitive. We want to make your company more efficient and operationally stronger. We focus on people and process first, software and technology second to ensure we are jointly developing solutions that are aligned with your business objectives.

Our client focused approach and ability to deliver effective business solutions are the reason people do business with us. This collaborative approach fits the reality of business today. Competition is tough. Budgets are tight. Timing is critical. We answer today’s challenges by working with you to build Denovo Response to Adams County, CO RFP 2013.009
Innovative, agile, efficient enterprise solutions. So whether you are implementing a new software module, upgrading your current systems, undertaking a large-scale technology project, or developing new cloud computing strategies - Denovo can help. Our dedication to our clients has made us a trusted advisor to some of the world’s leading commercial and public sector organizations.

Fundamentally, it’s about working with you to improve business operations and performance. We listen, innovate, and then deliver world class business solutions.

The Denovo Advantage

It’s the way we do business. It’s our people and our culture. It’s the way we take care of our clients and the way we concentrate on business solutions and cost of ownership. It’s the richness of our solutions and the professionalism of our services. It’s about our integrity, reliability, and quality.

The Denovo advantage is centered on the “Quality of the Client Experience”, QCE. In today’s tough economic climate, retaining and growing our relationships with our existing clients is job number one.

Our People realize that our clients are judging us on the quality of their experience, from requirement definition and solution analysis through implementation, delivery, documentation, and on-going support. That’s why we focus on delivering solutions that ensure our clients experience is the best-in-class. At the end of each project we ask our clients to complete our QCE Scorecard to ensure a quality client experience and continually improve our performance. All these things together are the reasons that people do business with Denovo.

Denovo, which has grown organically and through acquisition to over 200 employees, is guided by highly seasoned owners/executives:

Ron English (Chief Executive Officer) - Mr. English has held numerous leadership positions in the IT industry over the past 25+ years. Currently CEO of Denovo, LLC, and accountable for leadership and management of one of Denovo’s core business units, ERP Professional Services, he previously co-founded and served as CEO of Nakoma Group Enterprise Solutions, one of the predecessor companies of Denovo. Earlier roles include; CEO of IX Technology, a venture funded B2B exchange for intellectual property, President of the $400+ million IT Division of Kforce and a member of the executive team that led the merger and integration of Romac International with Source Services to form Kforce, President & CEO of ARI acquired by Renaissance Worldwide, President of MDTSC, a wholly owned services subsidiary of McDonnell Douglas acquired by Boeing, and nine years with McDonnell Douglas’ Automation Company now part of EDS.

Mr. English earned a BS in Computer Science from the University of Georgia, and an MBA while employed by the University on a NASA contract.

Mark Goedde (President, COO) - Mr. Goedde is responsible for managing business operations of the company in ways consistent with strategic goals and performance targets. Mr. Goedde also has accountability for the leadership and management of one of Denovo’s core Business Units - Enterprise Hosting and Cloud Computing Solutions (complete enterprise class hosting and cloud computing solutions for ERP and third party applications).

Prior to his current position, he spent seven years as Vice President at JD Edwards where he created and managed two global consulting organizations; Global Advanced Technologies (which was responsible for the delivery of advanced technologies and solutions) and a Global Integration Practice (which was responsible for the delivery of integration technologies and solutions). Both consulting practices provided senior technology consultants to the field business units and high profile customers, both domestically and internationally. While at JD Edwards, Mr. Goedde was also responsible for creating a world class benchmarking and scalability organization to assist their leading platform partners (IBM, HP,
Compaq, and Unisys & Microsoft) and customers with software sizing and scalability requirements. Mr. Goedde also created a successful mentoring and knowledge brokering methodology which allowed novice consultants to emerge as expert consultants in very short periods. Prior to joining JD Edwards, Mr. Goedde served as the Vice President and CIO at Quanterra Inc. - a Corning and IT Group owned company.

Mr. Goedde holds a Bachelor of Science degree in Business Administration from the University of Redlands in Redlands California and a Masters of Business Administration in Strategic Planning and Operations from Pepperdine University in Malibu California.

**Paul McNulty (Vice President, Sales)** – Mr. McNulty is a senior IT professional with a 35+ year professional consulting career that includes: Strategy, System Selection, Professional Services Sales, Team Building, Supply Chain and System Integration Management, Project Management, People Mentoring, IT Assessments, and Merger-Integration experiences with particular strengths in business and personnel development. Industry experience includes: Consumer Products, Distribution, Entertainment, Financial Services, Health Care, Life Sciences, and Real Estate & Construction. His experience includes twenty two (22) years with Ernst & Young (E&Y), five (5) years leading Infocrossing's professional services division, and now eight (8) years as a Founder and member of the Leadership team of Denovo.

Mr. McNulty brings this experience working with the JD Edwards software as well as other ERP products including PeopleSoft, Oracle EBS, and BPCS to his clients. Mr. McNulty was an active member of E&Y’s team that developed their System Development Methodology and later the Package Enabled Reengineering methodology and applied that knowledge to building the methodologies used today to deliver quality services.

**William Hylton (Vice President, Solution Delivery)** – Mr. Hylton is currently Senior Vice President Enterprise Hosting and Cloud Computing Services for Denovo. As a seasoned technology professional, he has overall responsibility for the business unit’s operations, monitoring performance, shaping and developing strategy, and ensuring customer satisfaction.

Mr. Hylton has over 18 years of experience leading and improving the quality and productivity of technology organizations. His career has been focused on reducing costs and implementing productivity improvements, managing technology applications and systems, and introducing new technologies into organizations and companies.

In the course of gaining his technological and operations experience, Mr. Hylton has worked in financial, technology and marketing information companies. He was the principal in charge of internal technology operations and customer delivery systems at A.C. Nielsen for six years between 1990 and 1997. More recently at J.D. Edwards, he was a Director within the Worldwide Advanced Technology Organization from 1997 through 2002 responsible for supporting J.D. Edwards’ customers on large scale or complex technology projects.

Mr. Hylton holds a Masters of Business Administration from the University of Colorado and a Bachelor of Science degree in math and computer science.

In addition to the deep industry backgrounds of our ownership/management team, the experience of Denovo employees with ERP and specifically the technology and functionality of the JD Edwards software extends back many years before the inception of our company. With an average of over fifteen (15) years of experience with JD Edwards, covering all technical and functional aspects of the software and deployment technologies, we are by far the most qualified team to implement the product for our customers.
Denovo, an Oracle Platinum Level Partner, is also known as Oracle’s designated “go to” partner for mid-market public sector customers and the only partner authorized by Oracle to provide both JD Edwards and other “cloud” hosting solutions and JD Edwards EnterpriseOne Software-as-a-Sérvice (SaaS) for public sector customers. We have collectively completed over three hundred (300) JD Edwards projects specifically for state and local government, including municipalities of similar size and requirements as Adams County, and over two thirds of our current professional services business is for the public sector.

The public sector is the largest industry sector that Denovo supports, representing nearly one half of our current projects. Denovo has completed over 100 projects for the public sector, including several counties and county agencies. Our capabilities and responsibilities for these projects have included a wide range of services, including: overall project management, architecture, technical installation, functional design and implementation, data conversion, integration, custom reporting, training/mentoring, post “Go-Live” support, and ongoing managed services.

Since 2003, Denovo has implemented and supported the JD Edwards products for over 250 customers across a wide variety of industries, including this partial representative list of Public Sector customers:

- Adams County, CO
- Allegheny County, PA
- Baldwin County, PA
- Bell County, TX
- Central Puget Sound Transit (WA)
- City of Albany, GA
- City of Amarillo, TX
- City of Bellevue, WA
- City of Culver City, CA
- City of Danbury, CT
- City of Ft. Collins, CO
- City of Huntington Beach, CA
- City of Kent, WA
- City of Lakewood, CO
- City of Lodi, CA
- City of Lubbock, TX
- City of Oceanside, CA
- City of Orlando, FL
- City of Pismo, TX
- City of Pittsburgh, PA
- City of Rochester, MN
- City of Rochester Hills, MI
- City of Santa Fe, NM
- City of Thornton, CO
- City of Westminster, CO
- Clayton County Water Authority (GA)
- Colorado Housing & Finance Authority
- Columbia County, WI
- Cook County, IL
- Dougherty County, GA
- Douglas County, CO
- El Paso County, CO
- Fond du Lac County, WI
- Golden State Water
- Government of Bermuda
- Housing Authority of New Orleans
- Jackson County, OR
- Jefferson County, CO
- King County Library System (WA)
- Kitsap County, WA
- Metro. Gov’t of Nashville, TN
- Minnesota State Lottery
- MSP Metropolitan Airports Commission (MN)
- New York State Bridge Authority
- North County Transit District (CA)
- Orange County Sanitation District (CA)
- Orange County Water District (CA)
- Oswego County, NY
- Outagamie County, WI
- Pinal County, AZ
- Polk County, IA
- San Jose Redevelopment Agency
- San Antonio Housing Authority
- Seattle Housing Authority
- Sheboygan County, WI
- Southern Ute Indian Tribe
- State of Nebraska
- Washington County, MN
- Washington County, WI
- Washtenaw County, MI
- Whatcom County, WA
Other Denovo Services
In addition to Oracle software reselling, implementation and support, Denovo offers the following services:

Denovo’s Managed Services Offering
Denovo offers a wide range of services which will provide proven results for the County. Our Managed Services offering consists of the following components:

- Client Management Services – We provide an engaged senior manager who ensures that service level agreements (SLAs) are being met or exceeded.
- Help Desk Support Services – We maintain a “round-the-clock” call center for collection and management of all routine and emergency service requests.
- Application Support Services – Our application support consultants will provide support services for stakeholder issues.
- Managed Technical Services – Offers the County a single point of responsibility for management and maintenance of your EnterpriseOne and related systems.
- Backup and Recovery Services – We offer a reliable method of ensuring that data from your EnterpriseOne system will be routinely backed up and high availability of the system is ensured.
- Application Development Support Services – Our senior developers will assist in the troubleshooting of issues with reports, interfaces, and modifications as well as provide development for approved additional services.
- Stakeholder Mentoring Services – Our functional and technical consultants provide one-on-one and workshop style mentoring of the County stakeholders, thus ensuring that system users have competency levels with EnterpriseOne to complete system tasks correctly and efficiently.
- Strategic Planning Assistance – We offer a continual source of support for planning the road map for your EnterpriseOne system.
- EnterpriseOne, Operating Systems, and Other Related Business Application Upgrade Services. We offer “as requested” services to assist with the periodic upgrading of your EnterpriseOne system as tested current releases become available.
- Application Hosting and SaaS Solutions. Denovo’s hosting and SaaS solutions provide flexible and cost-effective alternatives to drive down the total cost of ownership and reduce risk.

Denovo’s Subscription-Based and Application Hosting Offerings
Denovo uniquely offers both standard application “hosting” and “subscription based” (SaaS) software services solutions:

Denovo’s Subscription-Based Software
The recent economic downturn and a capital starved situation has posed unique dilemma to organizations on how to expedite a ‘consolidation & standardization’ initiative, which aims towards lower TCO (Total Cost of Operations). Both public sector and commercial customers need to reduce costs in all areas - including IT budgets - but must also rely on technology for ways to help automate processes and enable stakeholders to more efficiently complete their job duties. One of the most cost effective methods of achieving this objective is through Denovo’s “subscription-based” Software
solution. Denovo is the only Oracle partner authorized to provide this service for JD Edwards EnterpriseOne mid-market public sector customers.

With this service, Denovo assumes the responsibility of installation, servers, hosting, connectivity, on-going maintenance and providing peripheral components. We run the on-demand service for you without a need for you to buy a ‘copy’ of software with upfront license fee, and the monthly fee charged is all-inclusive of owning and managing the procurement software at an external location outside your firewall.

With on-premise software you would need to invest in server, hosting, connectivity, installation, application support, infrastructure support, peripheral components etc. This means large capital out-go in the beginning. However the usage rights purchased upfront apply to a particular version and there’s also a need to invest in ‘upgrades’ sooner or later like an unavoidable changing of season. In addition, you would need to pay the annual Oracle software application support fee based on agreement. An on-premise cost model needs to include all the hidden cost elements like: License cost, Product vendor support cost, Application server cost, Implementation cost, In-house application and infrastructure support cost, server cost, upgrade cost, database cost, hosting cost and training cost.

Denovo is the only partner authorized by Oracle to provide this type of offering utilizing its JD Edwards EnterpriseOne solution. With our solution, we provide a unique approach to providing the JD Edwards EnterpriseOne solution to the County: A proven robust and scalable ERP solution configured to your unique and specific requirements – not a standard configuration where “one size fits all.”

Denovo’s subscription-based solution provides the following key advantages to the County:

- Software expenses are deferred and spread out over time – reducing or eliminating the need for capital funding.

- Annual costs for maintaining the EnterpriseOne solution are “fixed” and considerably less than an on-premise hosted option – no unbudgeted “surprises” for non-anticipated IT costs.

- County has a “built-in” mechanism to ensure that its JD Edwards EnterpriseOne solution stays on course with the Oracle-supported roadmap – we ensure that the solution remains current and the County continues to realize return on its investment.

- Denovo is an extension of the County’s IT staff – the full wealth of our JD Edwards EnterpriseOne solution technology and functional expertise is available to the County when needed.

- Our solution has a large amount of risk mitigation built in – County’s ERP solution is supported by highly qualified and Oracle-certified technology consultants and our offering includes a high-availability disaster recovery solution.

**Denovo’s Hosting (Cloud Computing) Solution**

Cloud computing is a model for enabling available, convenient, on-demand network access to a shared pool of configurable computing resources (e.g., networks, servers, storage, applications, and services). The idea is that these resources can be rapidly provisioned and released as needed. This provides a new economic model for clients wishing to lower their IT cost. Our clients simply pay for what they use! Denovo has created a private enterprise class elastic cloud that allows our clients to take advantage of these new economics.
Denovo is the leader in delivering JD Edwards Services in a true cloud environment. With other traditional hosting providers, you are locked into long-term agreements and pay for computer resources whether you need them or not. Denovo provides a secure elastic infrastructure on a "pay per use" basis without sacrificing quality, flexibility, or reliability.

Need three additional employee self-service (ESS) servers for one month during open enrollment? No problem! Denovo allows you to provision those servers online and only pay for them during that one month, eliminating capital spending and significantly reducing overall cost. Need a sandbox environment for six months to test a new version of the software? Leverage our existing JD Edwards images to quickly implement a test or lab environment and only pay for the resources for the period of time you use them.

One of JD Edwards' largest customers is using our private hosted cloud environment with their employees accessing from over 30 countries.
Hourly Fee Schedule

12. Hourly Fee Schedule

<table>
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<th>Consultant</th>
<th>Human Resource Consulting Rate</th>
<th>Payroll Consulting Rate</th>
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<td>Kevin Lancaster</td>
<td>$160/hr. +$39.55/day mileage onsite</td>
<td>$160/hr. +$39.55/day mileage onsite</td>
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<tr>
<td>Carla Hile</td>
<td>$190/Inclusive</td>
<td>$190/Inclusive</td>
</tr>
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Karen Sweetall is based in Westminster, CO. As a local resource there would be no additional travel costs. Her skills and experience align very well with what Adams County is looking for.

Kevin Lancaster is based in Centennial, CO. He fits your “Front Range” criteria, but is probable to commute daily. Our preference for Kevin would be to do as much work remote as much as possible with periodic onsite visits. We would look to negotiate some travel expense, (we are proposing mileage), for Kevin if that is the resource you choose. All of that is negotiable. He is very senior and experienced.

Carla Hile is based in Texas. She would need to travel for on-site work and would like to work remote where possible. Travel expenses are negotiable but would proposal standard Denovo travel policy practices. We are open to reviewing the County’s travel policies as well.

As an option Denovo is open to negotiation time and material agreements for any and all resources.
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:

___ Denovo Ventures, LLC ___________________________ February 1, 2013 ___________________________
Company Name Date

___ Aaron Webb ___________________________
Name (Print or Type)

___ ___________________________
Signature

___ Senior Account Executive ___________________________
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
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VENDOR'S STATEMENT

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

WE THE UNDERSIGNED HEREBY ACKNOWLEDGE RECEIPT OF

Addenda # 1 Addenda#
If None, Please write NONE.

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<th>Denovo Ventures, LLC</th>
<th>February 1, 2013</th>
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<td>6328 Monarch Park Place</td>
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<td>Address</td>
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<td>Niwot, CO 80503</td>
<td>Aaron Webb</td>
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<td>City, State, Zip Code</td>
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<td>Boulder</td>
<td>Senior Account Executive</td>
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<td>303-221-4148</td>
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Appendix - Proposed Denovo Consultant Resumes

Karen Sweetalla - Senior HR/Payroll Consultant

Executive Summary:

Karen is a skilled HR/Payroll Application Support Specialist with more than 10 years’ experience in Payroll and seven years’ experience with JD Edwards EnterpriseOne Human Resources software. Her experience in managing system support for day-to-day payroll activities has helped JD Edwards customers maximize the benefits of the Payroll and Human Capital Management suites to meet their clients’ business needs. She has a passion and dedication to helping people, excellent communication and problem solving skills, a strong work ethic and the ability to work under pressure and to work independently with minimal supervision to meet critical, time-sensitive deadlines. Karen’s career in the HR/Payroll industry began in 1997, after several years of working as an accountant. She gravitated towards the payroll side of finance and became a payroll manager prior to becoming a consultant for clients and their HR/Payroll system needs.

Industries and Expertise:

Industries: Engineering & Construction, Professional Services, Public Sector

Expertise: 

Software Packages: JD Edwards EnterpriseOne Xe – 9.0 Product Suite


Tools: Technical Tools for data manipulation – SQL/VIEW Edit Tools


Key Clients and Projects:

ManageForce

Independent Consultant

- Provide Consulting Services to assist with ESS/MSS implementation Nov 2012 – Jan 2013
- Employee Self Service Time Entry, Manager Self Service for Time Entry Approval, Pay Stub Review, Batch Time Entry Processor
- Configurations for applications
- Update existing employee/supervisor relationships
- Develop security model and work with CNC on configuration
- Develop training manuals
- Provide training to end user staff

Provide Consulting Services for Year End Support and Configuration for the W-2 Process
- Configurations for U.S. Year-End Applications
  - Payroll Month Rollovers

Denovo Response to Adams County, CO RFP 2013.009
• Year-End Workbench
• Special Handling
• Reports
• Mag Media
• W2 Printing – BI Publisher
• W3 Workfile
• Develop training manuals
• Provide training to end user staff

Additional Pertinent Experience
• Quovadx, Formerly XCare.net, Englewood - Payroll Manager
• Engineering Measurements Company, Longmont – Accountant I

Education:
• University of Colorado, Boulder, Bachelor of Arts Degree, Psychology, 1988

Certifications and Affiliations:
• ITIL Foundation, Service Management  September 2006
Kevin Lancaster - Senior HR/Payroll Consultant

Executive Summary:

Kevin is an experienced Business Analyst with 13 years of JD Edwards HR/Payroll knowledge of JDE World, OneWorld Xe, EnterpriseOne 8.12, 9.0 applications. He provides influential input in design in many current HR/Payroll functional processes in use today within JDE software with strong skills to utilize internal custom modifications to co-exist with core JDE functionality. Kevin has excellent communication skills that enhance the implementation process and he is highly adaptable to changing schedules and work tasks, keeping the end result achievable. He has experience in managing a team of support individuals as well as projects and he has the technical capacity to work hand in hand with technical team keeping the end-user’s needs in line.

Industries and Expertise:

Industries: Communications, Consumer Goods, Engineering & Construction, Oil & Gas, Professional Services and Public Sector

Expertise:

Software Packages: JD Edwards World, OneWorld Xe and EnterpriseOne through version 9.0


HR/Payroll Expertise: Job Type and Step Progression, Position Control, HR/EE entry and Maintenance, Time Entry/Labor, Payroll Process, Timecard Uploads, Interim Checks, Government Reporting, Wage Attachments, Initial Configuration and table setup, History Maintenance and Reporting, History Monitoring, DBA setup, Direct Deposit, W2/T4 Specialist, Sarbanes-Oxley, Data Integrity expert, Employee Self-Service

Other: Microsoft Office Suite (Word, Excel, PowerPoint, Access, Project, Visio, Outlook), MS Axapta, SharePoint, Internet, VPN

Key Clients and Projects:

Cenovus

HR/Payroll upgrade from Xe – Subject Matter Expert

- Analyzed current business processes to determine replacement of third party systems
- Assessment period also included review of custom processes to determine if they could be replaced by current 9.0 release
- Introduced new functionality in 9.0 to replace customizations
- Introduction of unused JDE modules
- Position Control
- Compensation Management
- Time Entry alternatives
- Employee Self-Service
- Provided Subject Matter Expert resolutions concerning JDE E1 9.0 environment
- System option review
- Processed options analysis
- Configuration review
- Supported Project Specific Tasks
- Functional testing
- User Acceptance Testing

Denovo Response to Adams County, CO RFP 2013.009
• UPK support
• Integrated Testing
• Global Documentation.

Clayco Corporation

HR/Payroll E1 9.0 implementation
• Configuration of JDE to match current processes and procedures from third party system
• Regression testing and parallel testing lead
• Training and documentation.

Bell County Temple

Production Support/Business Analyst – Implemented JDE features not yet utilized
• A9.1 Employee Self-service/Applicant Entry
• Implemented Benefits Module
• Implemented Employee Self-Service Module
• Coordinated Open Enrollment
• Implemented Applicant Tracking.

Ledcor Industries

Implementation/Upgrade of JDE 8.12
• Documented current processes to be duplicated/enhanced in latest JDE release
• Completed Unit Testing/UPK documentation
• Provided Post-live support
• End-User training on current/new JDE functionality.

Turner Industries

Implementation/Upgrade JDE HR/Payroll Functional Consultant
• Documented current processes to be duplicated/enhanced in latest JDE release
• Completed Unit Testing/Process Testing Gap Analysis
• Provided Post-live support
• End-User training on current/new JDE functionality.

Kansas City Public Schools

Sr. HR/Payroll Consultant
• Emergency support to depleted staff to handle day to day processes of HR/Payroll
• Completed year end processing
• Training of staff to eliminate data errors and streamline business processes
• Assessed time keeping system for future automation.

Kehe Foods

JD Edwards Consultant
• Completed E1 8.12 assessment
• Trained staff on JDE
• Completed analysis of possible outsourcing payroll functionality compared to “in-house”.

START Enterprises

Sr. HR/Payroll Implementation Specialist
• Recruited to implement Microsoft AX ERP product for HR/Payroll applications.
• Sole responsibility was to travel to current clients and offer best practices solutions for implementations and support current business processes
• Secondary objective is to build the internal business operations that supported the growth of the company and managed new consultants.
The Shaw Group, Inc.

**Implementation Consultant/Sr. Business Analyst**

- Implementation/Conversion project bringing together three separate companies into one, running all on JDE
- Employee base 20,000 plus employees going live in HR/Payroll - Primary role was to map all custom modifications to new release level, which included regression testing and training documentation
- Successfully mapped and configured code fixes that allowed payroll to meet go-live date
- Setup and configured system to support current business processes
- Documentation of new processes of new system for end-users
- Conducted training to end-user group of new processes
- Sr. Business Analyst – Hired to work as a full-time employee for The Shaw Group Inc. after implementation, responsible for continued training of end-user group and fixing bugs in the system
- Successfully updated new release with 50 plus code changes in six months, enhancing the system for better performance
- Led project team for internal custom modifications
- Led implementation team for Canadian JDE HR/Payroll implementation
- Able to handle everyday processing issues concerning bugs and procedural inconsistencies
- Trained end user group to use system more efficiently.

**JD Edwards**

**GSS Senior Consultant/Team Lead**

- Team Lead manager in charge of 8-10 response line consultants handling key issues from multiple clients regarding HR/Payroll application
- Key contact for high level clients needing special attention to complex issues
- Development team contact for application guidance regarding the design and development of future processes
- Designed first phase of Employee Self-Service for JDE HR/Payroll
- Developed client testing scripts for mass file changes regarding data items and field positions
- W2/T4 project lead, developing and supporting Regulation Updates to clients.

**Education:**

- Bachelor of Science in Organizational Management
- University of Colorado at Boulder – Boulder, Co

**Certifications:**

- JDE CPP-HR/Payroll Certified
- Microsoft AX HR/Questionnaire Certified
- Customer support soft skills certifications
- APA-Payroll Certified
Carla Hile – Senior HR/Payroll and Financial Consultant

Executive Summary:

Carla is a Senior JD Edwards Financials and HCM lead consultant with over fifteen years’ experience on seven full-cycle JD Edwards’ implementations and numerous post go live support and enhancement projects. Her project based work has been assisting clients in business process re-engineering, systems implementations, troubleshooting, change management, user support and training on both World and EnterpriseOne. She is a seasoned leadership individual with strong technical proficiencies, a strong business applications skill set, and proven project management experience. Her primary areas of concentration include Human Capital Management including Benefits and Payroll, Employee and Manager Self Service, Financials and Procurement. Carla’s experience in upgrades, implementations and support includes design, conversion, cutover, testing plans, training and execution. She has an in-depth experience in all US, Canadian and Puerto Rican Human Resources, Benefits, Payroll and Time & Attendance systems. She works closely with technical developers on report specifications, interfaces, conversions and enhancements. Her expertise includes a fully knowledge of Address book, User Defined Codes, Data Dictionary, Vocabulary Overrides, Automatic Accounting Instructions, Security, OMW projects, debugging and task view configuration. Carla has excellent communication and problem-solving skills and a demonstrated ability to translate complex concepts into effective systems designs. She has performed project management, issues resolution and escalation, time and expense management, business process analysis, configuration and guidance on design of system; managed day-to-day system support and developed functional and technical enhancements to accommodate business requirements and operational changes; analyzed business processes and worked with managers to redesign monthly processes to reduce margin of error and integrity issues within the subsystems.

Industries and Expertise:

Industries: Consumer Goods, Engineering & Construction, Financial Services, Industrial Manufacturing, Life Sciences, Media & Entertainment, Oil & Gas, Professional Services, Public Sector, and Travel & Transportation

Expertise:


Development Tools: UPK Tool, Technical Writing, User Documentation

Other: Training aids and delivery of Train the Trainer and end user training. Workbrain, Kronos, Uni-time Time Collection, Sarbanes Oxley (401), GAAP compliance and government regulatory reporting, Vertex

Key Clients and Projects:

Foster Wheeler, Perryville, NJ (Bon Consulting)

Senior Human Capital Management & Payroll Consultant

- Large global upgrade implementation of the EnterpriseOne HCM modules and payroll.
- Post go live support for Phase 1 go live of September 2012 Implementation was for a division with approximately 2000 employee in 14 states. Client has multiple unionized facilities, multiple pay cycles, and international payroll processing for numerous countries and expats. Support for full life cycle upgrade/implementation from World 7.3 to EnterpriseOne 9.1
UGL Services, Newton MA (Deloitte Consulting), Dallas, TX

Senior Human Capital Management & Payroll Consultant

- Large global upgrade implementation of the EnterpriseOne HCM modules including payroll, employee self-service and manager self-service.
- Responsible for requirements definitions, configuration, migration integrity testing, training and deployment of EnterpriseOne 9.0 products. Implementation was for a division of approximately 14,000 employees in 41 states. Heavily unionized, with uncommon amount of exception processing within the unions. Full life cycle upgrade/implementation from World 7.3 to EnterpriseOne 9.0.1 (including Canadian Payroll).

Quanta Services - Houston, TX

Senior Human Capital Management & Payroll Consultant

- Internal implementation lead for the rollout of the EnterpriseOne HCM modules.
- Responsible for requirements definitions, configuration, migration integrity testing, training and deployment of EnterpriseOne 9.0 products. First implementation was for a division of approximately 8,000 employees in 32 states and Canada (including Canadian Payroll). Heavily unionized with uncommon amount of exception processing within the unions. Full life cycle implementation with Deloitte Consulting as the business partner.

Weeks Marine Construction - Newark, NJ

Senior Human Capital Management & Payroll Consultant

- Lead HCM consultant for migration project from World 7.3 to EnterpriseOne 9.0.
- Responsible for requirements definitions, configuration, migration integrity testing, training and deployment of EnterpriseOne 9.0 products. Developed and adapted the new functionality to accommodate custom programs written over the past 10 years.
- Collaboration with developers on report specs, custom modifications and forms modifications.
- Created and delivered training for financial, procurement, work orders, equipment management and HCM functionality at remote locations.

Interstate Battery - Dallas, TX

Senior Human Capital Management & Payroll Consultant

- Lead consultant for Employee Self Service implementation on EnterpriseOne 8.12.
- Project responsibilities included requirements definition, configuration, testing, training and deployment of the Employee Self Service product.
- Implementation was on secured Portal and required extensive testing of security file transfers, workflow and benefits updates.

Greyhound Bus - Dallas, TX

Senior Human Capital Management & Payroll Consultant

- Lead consultant on implementation of EnterpriseOne 8.12 Financials installation for a large US and Canadian division.
- Responsible for requirements definition, configuration, testing, training and deployment of the implementation for Accounts Payables and Accounts Receivables modules; worked closely with technical consultants on conversion mapping, approximately 60 separate interface specifications and testing, to ensure interfaces were properly deployed and functioning as designed.

Balfour Beatty Construction - Dallas TX

Senior Human Capital Management & Payroll Consultant

- Lead Human Capital Management portion of full ERP implementation of EnterpriseOne 8.12.
- Responsible for requirements definition, configuration, testing, training and deployment of the implementation for Human Resource, Benefits and U.S. Payroll modules for employer with more than 1,800 employees in six major divisions in 35 states. Configured the following modules: Applicant Tracking, Competency and Performance Management as well as Payroll and Benefits;
prepared training and user documentation using the UPK tool. Worked closely with technical consultants on conversion mapping, interface specifications and testing to ensure interfaces were properly deployed and functioning as designed.

Hard Rock Casino – Biloxi, MS  
**Senior Human Capital Management & Payroll Consultant**  
- Provided post go live support and troubleshooting on EnterpriseOne 8.11 for the functionality problems the client was experiencing in the financial and payroll modules. Some of the issues involved minimum wages calculations, tips calculations, tax history integrity issues, cycle processing problems, accrual calculations for sick and vacation and basic processing knowledge transfer.
- Worked closely with the accounting team to ensure automatic accounting instructions were configured to properly cost labor, burden and taxes and integration touch points were functioning properly between payroll, accounts payables and general ledger.

MSA Oil – Columbia, MO  
**Senior Human Resources/Payroll – Financials Consultant**  
- JDE business liaison providing process design review and expertise to ensure smooth upgrade to EnterpriseOne 8.12. Provided user training on the legacy World system and technical conversion advice.
- Developed configuration documentation to implement the benefits module once the upgrade was completed.

Government of Bermuda – Bermuda  
**Senior Human Resources/Payroll – Financials Consultant**  
- Post go-live troubleshooting on EnterpriseOne 8.0 for payroll and benefits modules. Engagement involved review of system configuration, conversion errors, troubleshooting functionality and set up issues, redesign of many components of the configuration, testing and roll out.
- Provided one-on-one training to super users in Human Resources, Benefits, Payroll, GL, AP and AR.

GSC Food Distribution – Sulphur Springs, TX  
**Senior Human Resources/Payroll – Financials Consultant**  
- Lead consultant on implementation of EnterpriseOne 8.12 Human Resource, Benefits and Payroll modules for employer with more than 1,500 employees in 14 states.
- Document and maintain issues log, and prepare status reports.
- Worked closely with technical consultants to ensure interfaces were properly deployed and functioning as designed. Performed in-depth requirement definition, business analysis and production system evaluation reviews.
- Completed system implementation and delivered training to super users.

Nashville Metro Government – Nashville, TN  
**Senior Human Resources/Payroll – Financials Consultant**  
- JDE business liaison providing process design expertise to ensure scalability and interoperability to EnterpriseOne 8.9 for their Workbrain Time & Attendance Solution.
- Participated in all discovery meetings to develop the requirements needed for the time & attendance system and provide guidance in the design decisions to ensure a global solution within the current E1 functionality.
- First segment of implementation involves interfaces from EnterpriseOne of Human Resources information and export of time data collection to EnterpriseOne. Global roll out will involve approximately 20,000 employees in a number of divisions.
Stryker Medical Equipment

Senior Human Resources/Payroll – Financials Consultant

- Provided help desk support of users for all the EnterpriseOne 8.10 financial modules as well as CSMS and Warranty and Service Billing.
- Reviewed system configuration, troubleshooting functionality and set up issues, completed set up to deliver feature functionality of G/L A/R, AP and Fixed Assets.
- Delivered training to users on feature functionality in the financial modules, configured the expense management module for future implementation.

Astoria Homes

Senior Human Resources/Payroll – Financials Consultant

- Project lead on a full life cycle implementation of EnterpriseOne 8.0 Financials, (GL, AR, AP and Fixed Assets), Human Capital Management and Payroll at a major property builder.
- Completed system implementation, data conversion and testing. Documented and delivered training to super users.

Farmer Brothers Coffee

Senior Human Resources/Payroll – Financials Consultant

- Post go-live troubleshooting on EnterpriseOne 8.0 for payroll and benefits modules for approximately 1,800 employees. Engagement involved review of system configuration, conversion errors, troubleshooting functionality and set up issues, redesign of many components of the configuration, testing and roll out. Rolled out Benefits modules and resolved all conversion and history issues.
- Provided one-on-one training to super users in Human Resources, Benefits, Payroll, GL, AP and AR.

Education:

- Western Michigan University, Masters of Business Administration
- Nazareth College, Bachelors of Business Administration
- JD Edwards class-room training in all financial modules, HCM, payroll and report development
- Kronos Time & Attendance Systems - Uni-time Time & Attendance Systems – WorkBrain Time & Attendance Systems
- Microsoft Office 2007 – Excel, Word, Power Point, Access, SharePoint
Added Value

- 2-hour remote on Friday, August 2, 2013
- 15x :10 promos promoting remote
- Facebook posting on KS107.5
- Listing on Events page and link to Adams County Fair
- On-air giveaways of tickets – minimum of at least 20 promos
- Third party tie-ins with distribution of flyers and tickets
- 2 weeks of Sponsorship promos of Fair:
  - Back in the Day Café 10 promos week of July 22nd
  - Celebrity Trash & Bash 5 promos week of July 29th

Total Number of Sponsorships: 15x

Total Added Value: $20,000